

Choctaw nation

Choctaw Citizenship Litigation

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REPORT

OF

P. J. HURLEY

National Attorney for the Choctaw Nation

TO

MAJOR VICTOR M. LOCKE, Jr.

Principal Chief of the Choctaw Nation

MAY, 1916

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P. J. Hurley
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Part One

PART 1.

Major VICTOR M. LOCKE, JR.,
Principal Chief of the Choctaw Nation,
Antlers, Okla.

MY DEAR MR. SELLS: This report is submitted to you in conformity with the terms of my contract of employment as attorney for the Choctaw Nation. The report is intended to cover specifically the services performed by me during the last quarter, and to cover, generally, all the services performed by me in citizenship cases during the entire term of my employment as attorney for the Choctaw Nation.

In order to properly defend the interests of the Choctaw Nation against those claiming right to enrollment, as citizens of the nation, it was necessary for me to make an extensive investigation and study of the records pertaining to the tribal estate and also to study the records in all citizenship cases wherein the applicants had been denied right to enrollment. The records pertaining to the tribal estate which have been investigated, cover all transactions in regard to that estate from the date of the Treaty of October 18, 1820, up to, and including, transactions affecting said estate within the present year.

We will not consider in this report any of the transactions affecting the tribal estate which have been investigated and briefed by me, except those matters involving that estate through the applications of persons claiming right to enrollment as citizens of the tribe.

The making of the rolls of citizens of the Choctaw and Chickasaw Nations was commenced by the United States Government under the Act of Congress of June 10, 1896, and was continued until the 4th day of March, 1907. During this period of eleven years every person who claimed right to enrollment was invited to make

application and these applications were given thorough and impartial consideration by United States officials.

While the rolls were being made an agreement was entered into between the Choctaw and Chickasaw Nations and the United States which was approved by Act of Congress on July 1, 1902, and ratified by a vote of the Choctaw and Chickasaw people on the 25th day of September of the same year.

The agreement referred to contains the following provision:

“No person whose name does not appear upon the rolls prepared as herein provided shall be entitled in any manner to participate in the distribution of the common property of the Choctaw and Chickasaw Tribes, and those whose names appear therein shall participate in the manner set forth in this agreement” (32 Stat. L., 641).

The Act of April 26, 1906, declared:

“That the rolls of the tribes (Choctaw and Chickasaw) affected by this act shall be fully completed on or before the fourth day of March, 1907, and the Secretary of the Interior shall have no jurisdiction to approve the enrollment of any person after that date” (34 Stat. L., 137).

The rolls of the Choctaw and Chickasaw Nations were, under the laws quoted, and other laws pertaining to enrollment matters, completed and approved by the Secretary of the Interior on March 4, 1907. Only those whose names appear upon the finally approved rolls have right to participate in the tribal property. Each citizen (freedmen excepted) whose name appears upon the finally approved rolls, was entitled to, and did receive, an allotment equal to 320 acres of the average land. Each freedman received an allotment of 40 acres of land. After each citizen had received an allotment there was a residue of tribal property remaining. This

property consisted of unallotted land, timber reserve, segregated coal and asphalt deposits and segregated coal and asphalt surface land, and was estimated to be worth not less than \$35,000,000.

During the time in which the rolls were being made a great many persons who had no right to enrollment made application for enrollment and were denied the right to participate in the distribution of Choctaw and Chickasaw property. After the rolls had been closed, those who had been denied citizenship, together with a great many others who had never made application for enrollment, sought to have the rolls re-opened in order that they might again seek the right to participate in the distribution of the residue of tribal property which remained vested in the tribes after each citizen had received an allotment.

To procure the reconsideration of cases of applicants who had been denied enrollment, and to permit the filing of applications of other persons claiming right to enrollment, a great number of bills were introduced in both the House and the Senate. It was the investigation of the cases referred to in these bills that made necessary the preparation of the documents and the records which we are herewith transmitting.

The principal matters pending before Congress which commanded our attention during this period were:

First. House Bill No. 19213, presented by Representative Harrison of Mississippi, providing for the re-opening of the rolls of the Choctaw-Chickasaw Nations for the enrollment of the Mississippi Choctaws and House Bills, Nos. 3389, 3390, 6537, 7926, 7974, 8007, 10066, 10141 and 12586—all of which bills pertained in some manner to enrollment matters of the Choctaw and Chickasaw Nations.

Second. A great number of amendments offered by different members of the House and the

Senate to the different Indian Appropriation Bills which were pending during the years 1912 to 1916, inclusive.

These amendments provided for the re-opening of the rolls and for the reconsideration of applications of Mississippi Choctaws, and others, for enrollment as citizens of the Choctaw Nation.

Third. Issue was joined with those who sought the re-opening of the rolls when the representatives of the Choctaw and Chickasaw Nations presented an amendment to the Indian Appropriation Bill providing for a distribution among the enrolled members of the Choctaw and Chickasaw Nations, of the funds arising from the sale of the residue of tribal property. This demand was made under the provisions of the Agreement of July 1, 1902 (*supra*).

The documents which are to follow hereafter will show conclusively that no one had legal or equitable right to participate in the distribution of the tribal estate whose name does not appear upon the rolls as prepared, completed, and approved by the United States Government. These records will also show that the Choctaws and Chickasaws, whose names appear upon the approved rolls, are entitled, under the Agreement of 1902, to have the Government of the United States immediately sell the residue of their tribal property and distribute the funds arising from the sale per capita among the enrolled members.

The great residue of tribal property remaining undisposed of seemed to be a tantalizing object to many men who set about to devise means whereby they could, through some subterfuge, participate in the distribution of that estate.

A corporation known as the Texas Oklahoma Company was organized and the contracts made between claimants for citizenship and certain firms of attorneys, through their agents and runners, were transferred to

this corporation. The corporation sold stock and used the money derived from the sale of its stock to maintain representation in Washington to force open the rolls of the Choctaw and Chickasaw Nations and to prevent a distribution of the residue of tribal property among the enrolled members of the tribes as provided for in the Agreement of 1902 (*supra*).

The transactions of this corporation, the agents and attorneys associated with it and the nature of the contracts held by them, will be more fully considered hereinafter.

The questions involved in this controversy before Congress were of serious importance to the members of the Choctaw and Chickasaw Tribes. The entire residue of the tribal estate was involved.

It was to combat the efforts of the syndicate and the attorneys and runners and agents referred to, and to procure a fulfillment by the United States Government of the terms of its Agreement of July 1st, 1902, with the Choctaws and Chickasaws, that made necessary the investigation which was made by us.

An historical outline of the controversy between the representatives of the tribes and the representatives of the citizenship syndicate and claimants, is fully set forth in the documentary evidence which is attached hereto in its regular order.

Mississippi Choctaw Claims.

At the time I was appointed attorney for the Choctaw Nation, there was pending before Congress the Harrison Bill above referred to. Shortly after my appointment the Committee on Indian Affairs of the House took the bill under consideration. I was appointed to succeed Mr. Ormsby McHarg. At the time that Mr. McHarg was serving as general attorney for the Choctaw Nation, Messrs. McCurtain & Hill, attorneys at law, of Me-

Alester, Oklahoma, were also serving as attorneys for the nation. Mr. D. C. McCurtain of the firm had been engaged in citizenship cases during the time that the rolls were being made and had special knowledge of the issues involved in citizenship litigation.

On account of Mr. McCurtain's familiarity with the questions involved, the Principal Chief of the Choctaw Nation directed that the argument on behalf of the nation should be presented by Mr. McCurtain. The argument on behalf of the Chickasaw Nation was presented by Mr. George D. Rodgers, then attorney for that nation. I was present at the hearing but did not participate in the argument except to concur in the arguments of Mr. McCurtain and Mr. Rodgers. The subcommittee which had the bill under consideration conducted extensive hearings and then took the matter under consideration for quite a long period.

PART 2.

On January 10, 1913, the subcommittee made a report to the Committee on Indian Affairs. This report was unfavorable to the Oklahoma Choctaws and Chickasaws and favorable to the contentions of the claimants for citizenship. The report was accompanied by statements made by Hon. J. J. Russell, chairman of the subcommittee, and Hon. C. B. Miller, a member of the committee.

The report, together with the statements accompanying the same, is hereinafter set out and marked *Part 2*.

PART 3.

After a full review of the history of the estate of the Choctaw Nation, and a thorough consideration of all the treaties and litigation affecting the rights of the Mississippi Choctaws, I became convinced that the report of the subcommittee was erroneous and that the

same would not be adopted by the entire Committee on Indian Affairs if the members of the committee could be made to understand the nature of the questions involved.

Some of the applicants who still resided in Mississippi were undoubtedly Choctaw Indians. Almost all of the applicants were, of course, imposters. I was convinced that even the Mississippi Choctaws who had remained in Mississippi had no legal, equitable, or moral right to enrollment in the Choctaw Nation. For the purpose of enlightening the members of the Committee on Indian Affairs of the House, as well as the entire membership of the House and Senate, Mr. George D. Rodgers, then attorney for the Chickasaw Nation, and myself, as attorney for the Choctaw Nation, together prepared a memorial which was printed by the Committee on Indian Affairs of the House and a copy of which was given to each member of the House and Senate.

This memorial seemed to have much effect on the members who read it. It at least raised a question in their minds as to the correctness of the conclusions set forth in the report made by the subcommittee. In fact, it was not long until it became evident that the Committee on Indian Affairs of the House was inclined to hear the matter further before taking action on the report of the subcommittee.

The memorial referred to is hereinafter set out in full and marked *Part 3*.

PART 4.

On behalf of the Choctaw Nation I requested a rehearing of the case before the committee. A rehearing was granted but a subcommittee for the purpose of conducting the hearing was not appointed until the next session of Congress.

In the meantime, in the course of my investigation I

discovered that the corporation known as the Texas Oklahoma Company, above referred to, had been organized for the purpose of holding contracts made with attorneys by claimants for enrollment. I had sufficient information to convince me that the stock of the Texas Oklahoma Company was being sold upon representations that the company would derive vast sums of money in case the rolls of the Choctaw and Chickasaw Nations could be forced open and the Mississippi Choctaw claimants, and other claimants, allowed the right to participate in the distribution of the estate of the Oklahoma Choctaws and Chickasaws. The money procured from the sale of the stock in this company was being used to maintain a lobby in Washington to prevail upon Congress to reopen the rolls. I knew that the contracts held by the Texas Oklahoma Company were not valid. They were not executed by persons who had any right to enrollment in the Choctaw or Chickasaw Nations. I knew that the Texas Oklahoma Company was spending the money received from the sale of its stock to maintain representation in Washington. I knew that the representatives of the Texas Oklahoma Company, and the claimants for enrollment, had been successful in their efforts to prevent a distribution among the Oklahoma Choctaws and Chickasaws of the funds arising from the sale of the residue of their estate. While I was in possession of this information I did not have it in such form as to enable me to substantiate a charge of the nature stated. For the purpose of securing the necessary information to combat the efforts of the Texas Oklahoma Company, and its associates, I wrote a letter to the Hon. Franklin K. Lane, Secretary of the Interior, asking him to detail an inspector for the purpose of procuring additional information on the subject.

The letter which I addressed to the Hon. Franklin K. Lane is dated, June 12, 1913, and is hereinafter set out in full and marked *Part 4*.

PART 5.

The Secretary of the Interior first assigned the investigation of Mississippi Choctaw contracts to Mr. E. B. Linnen. Mr. Linnen was withdrawn from the work to complete another important assignment which he had theretofore commenced. After Mr. Linnen had been taken from the work the assignment was given to Mr. E. P. Holcombe. The untimely death of Mr. Holcombe occurred before he had completed the investigation. After the death of Mr. Holcombe, Maj. James McLaughlin, an inspector in the office of the Secretary of the Interior, was detailed to make the investigation.

Maj. McLaughlin's report is one of the most thorough and complete reports of its nature that I have ever read. The McLaughlin report is hereinafter set out in full and marked *Part 5*.

PART 6.

Before the McLaughlin report had been filed, I was invited to deliver an address at the Lake Mohonk Conference of Friends of Indians and Other Dependent Peoples. In this address I suggested the existence of a syndicate which was holding citizenship contracts and furnishing money to maintain representation in Washington to reopen the rolls of the Choctaw and Chickasaw Nations. The papers carried an account of this statement. The statement was immediately taken up by the attorneys for the Mississippi Choctaws, their runners and agents, and all those associated with the Texas Oklahoma Company, in an attempt to discredit my statement. A resolution, which was probably prepared in the office of Messrs. Crews & Cantwell, attorneys at law of St. Louis, Missouri, was sent to Mississippi and signed by the alleged members of the Council of Mississippi Choctaws. (Under the law no such organization could exist in Mississippi.)

This resolution was printed and scattered broadcast. It used the names of prominent members of the House of Representatives and the Senate asserted that my statements were false and that they were a slander not only upon the attorneys involved but on all members of the House and Senate who were honestly in favor of considering certain citizenship cases. Later, however, Mr. Luke W. Connerly, an agent of Messrs. Crews & Cantwell of St. Louis, assumed the responsibility of having prepared the resolution. He appeared before the committee and admitted that the statement I made before the Lake Mohonk Conference was true and that the statements contained in the resolution circulated by him and his associates were untrue.

As shown by the McLaughlin report, Messrs. Crews & Cantwell had, prior to the appearance of Mr. Connerly before the committee, admitted the existence of the syndicate and the existence of the conditions as charged by me. This admission was made after my address at the Lake Mohonk Conference and before Connerly's testimony was taken. Lately A. P. Powell, a former agent of Messrs. Crews & Cantwell, was convicted at Shreveport, La., on a charge of using the United States mail to assist in perpetrating a fraud in connection with these matters.

A copy of the Mississippi Choctaw Resolution, and a copy of my address at Lake Mohonk, New York, are hereinafter set out and marked *Part 6*.

PART 7.

Many of the briefs filed by attorneys for the claimants, during the hearings before the Committee on Indian Affairs of the House, contain statements which, if true, would undoubtedly entitle their clients to a right to participate in the tribal property of the Choctaw and Chickasaw Nations. Many members of both the House

and the Senate were misled by the erroneous statements made by the attorneys for the claimants. When we were permitted to meet these attorneys before a special committee, which was appointed to hear the case, we were able to show all the fallacies of the briefs and arguments that were made by the attorneys for the claimants.

The committee, before which the case was finally heard, was composed of Hon. Charles D. Carter, of Oklahoma, chairman; Hon. J. D. Post, Ohio; Hon. R. P. Hill, Illinois; Hon. P. P. Campbell, Kansas, and Hon. C. B. Miller, of Minnesota.

The bills pertaining to citizenship matters in the Choctaw and Chickasaw Nations, which were considered during the hearings before the above named committee were numbered as follows: Nos. 3389, 3390, 6537, 7926, 7974, 8007, 10066, 10140, 12586.

The testimony and arguments on the bills above referred to are contained in a document which was printed upon the request of the Committee on Indian Affairs of the House of Representatives during the third session of the Sixty-third Congress, 1915. This record is too voluminous to be set out in full here but may be obtained by application to the House Document Room.

My argument in opposition to the claims of the Mississippi Choctaws, which appears in the volume last above referred to and which was afterwards reprinted from said document for the use of the Committee on Indian Affairs of the Senate, is hereinafter set out and marked *Part 7*.

PART 8.

The title of the Choctaw and Chickasaw Nations to the residue of tribal property is such that each member of both tribes is entitled to an equal share of all the property of the two tribes. In order that the reader

may understand thoroughly the nature of the title of the Choctaw and Chickasaw Nations to the tribal estate, I call attention to the fact that on October 18, 1820 (7 Stat. L., 210), the United States Government entered into a treaty with the Choctaw Nation, then in Mississippi, whereby the nation ceded to the United States 4,000,000 acres of its land in Mississippi, and in consideration of the cession on the part of the Choctaw Nation of 4,000,000 acres, and in part satisfaction for the same; the United States Government ceded to said nation a tract of country west of the Mississippi River—situate between the Arkansas and Red Rivers, and bounded as follows: Beginning on the Arkansas River, where the lower boundary line of the Cherokee strikes the same; thence up the Arkansas to the Canadian Fork and up the same to its source; thence due south to the Red River; thence down Red River three miles below the mouth of Little River, which empties itself into Red River on the north side; thence a direct line to the beginning.

It is not necessary to go into detail here to show that all the land embraced in this grant was not at that time within the territorial limits of the United States. The title to this land was more definitely defined in the Treaty of September 27, 1830 (7 Stat. L., 335), commonly known as the Treaty of Dancing Rabbit Creek.

Under the terms of the Treaty of Dancing Rabbit Creek a patent was issued to the Choctaws. The patent is dated March 23, 1842, and contains the following language:

In fee simple to them and their descendants, to inure to them, while they shall exist as a nation and live on it, liable to no transfer or alienation except to the United States and with their consent.

By the Treaty of January 27, 1837 (11 Stat., 573), the Chickasaws purchased an interest in the Choctaw

estate west of the Mississippi River "to be held on the same terms that the Choctaws now hold it . . . (which is held in common with the Choctaws and Chickasaws)."

By the Treaty of 1855 the United States guarantees the title to all the lands within the confines of the Choctaw and Chickasaw Nations to the tribes in the following language:

To the members of the Choctaw and Chickasaw Tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal undivided interest in the whole.

Section 29 of the Atoka Agreement between the Choctaw and Chickasaw Nations and the United States, approved by Act of Congress, July 28, 1898 (30 Stat. L., 495), provides that the land belonging to the Choctaw and Chickasaw Nations shall be allotted to the members of said tribes so as to give to each and every member of these tribes, as far as possible, an equal share thereof.

The Supplemental Agreement which was approved by Act of Congress, July 1, 1902 (32 Stat. L., 641), provided that the coal and asphalt deposits, so reserved from allotment, should be sold at public auction for cash, under the direction of the President and by a commission created under the provisions of the treaty and provided further:

That the proceeds arising from the sale of the coal and asphalt land, and coal and asphalt deposits, shall be deposited in the Treasury of the United States to the credit of said tribes to be paid out per capita to the members of said tribes (freedmen excepted) with other moneys belonging to said tribes in the manner provided by law.

By reason of the nature of this title, the enrollment of anyone as a citizen of the Choctaw Nation would

diminish the interest of the individual members of the Chickasaw Nation in the same proportion as the interest of the individual members of the Choctaw Nation. The same would be true as to the individual members of the Choctaw Nation in case of the enrollment of members of the Chickasaw Nation. For this reason the Chickasaws are as deeply interested in the defense of the Choctaw Nation against claimants for enrollment as the Choctaws.

A very able and comprehensive argument in defense of the Chickasaw Nation and against the Mississippi Choctaw claimants, was presented by Mr. Reford Bond, attorney for the Chickasaw Nation. Mr. Bond had been appointed to succeed Mr. George D. Rodgers, who was representing the Chickasaw Nation, when I was appointed attorney for the Choctaw Nation.

A copy of Mr. Bond's argument is hereinafter set out in full and marked *Part 8*.

PART 9.

After the close of the arguments on the Mississippi Choctaw claims, the subcommittee above named took the matter under advisement and on January 2, 1915, they reported to the Committee on Indian Affairs of the House of Representatives. The report of the subcommittee was in favor of the Oklahoma Choctaws and Chickasaws and against the Mississippi Choctaws. The report of the subcommittee was adopted by the committee. This report reversed the report of the subcommittee which had reported favorably on the claims of the Mississippi Choctaws on January 10, 1913.

A copy of the report is attached hereto and marked *Part 9*.

PART 10.

In considering these matters to the present point, we have, of course, eliminated all arguments, briefs, and correspondence, not essential to a general history of the

litigation. We have not submitted the various reports of the different Secretaries of the Interior, all of which were favorable to the Oklahoma Choctaws and against the Mississippi Choctaws. In order, however, that the attitude of the Interior Department on the subject may be clearly defined in this report, I am attaching hereto the report of Hon. Franklin K. Lane, Secretary of the Interior. After having considered the claims of the Mississippi Choctaws at great length, the Secretary reported adversely upon the claims. The report is a strong argument against the Mississippi Choctaws and in favor of the Oklahoma Choctaws and Chickasaws.

A copy of the report of the Secretary of the Interior, dated January 8, 1915, is hereto attached and marked *Part 10*.

PART 11.

While the Indian Appropriation Bill, carrying appropriations for the fiscal year ending June 30, 1916, was pending before the Committee on Indian Affairs of the United States Senate, arguments were presented by Mr. Walter S. Field, and Mr. Webster Ballinger, both attorneys at law of Washington, D. C., in favor of an amendment which was offered by Senator Robert M. La Follette of Wisconsin, providing for the reconsideration of cases which were alleged to have been hurriedly considered, and in which the applicants were denied enrollment, during the so-called "Rush Period," immediately prior to the closing of the rolls on March 4, 1907.

During the course of the arguments the attorneys for the claimants presented to the committee the names of many applicants, whose cases the attorneys alleged merited reconsideration. In each specific case the attorneys stated that the claimants were legally entitled to enrollment and had been denied right to enrollment

through no fault of theirs but by reason of the inefficiency of the United States Government in determining the rights of the applicants.

The amendment was refused by the committee. It was offered again on the floor of the Senate. The Indian Appropriation Bill did not come before the Senate for consideration until a few hours before the adjournment of Congress. The passage of the bill was greatly delayed by a filibuster conducted by Senator Gromna. Senator Gromna, and others, opposed the provision in the bill authorizing a distribution of Choctaw and Chickasaw funds. They stated that no distribution should be made until after a great many claims for citizenship, enumerated by them, had been reconsidered. I will omit the details in regard to the procedure prior to the passage of the bill.

The bill finally passed the Senate carrying a provision authorizing a per capita payment. The provisions authorizing the payment had theretofore passed the House. After the bill had been agreed to in conference and had again passed the Senate it did not reach the House of Representatives in time to be acted upon before the adjournment of Congress. This was the second Indian Appropriation Bill that failed of passage by reason of the opposition to the provision authorizing a distribution of Choctaw and Chickasaw funds.

I have examined the Choctaw cases referred to by Mr. Ballinger and Mr. Field, in their arguments before the committee, and I have not found among the applicants, to whom they refer, one person who is legally or equitably entitled to enrollment as a citizen of the Choctaw Nation. I have written briefs in each of the cases which they referred to. These briefs have not been called for by the committee. The committee seemed to be satisfied in regard to the merits of these cases. The briefs are too numerous and too voluminous to be set forth in this

report but are available in the event these cases are hereafter considered.

During the year, 1915, Mr. Webster Ballinger and his associates, through their agents and through the firm of Ballinger, Lindley & Rodkey, attorneys at law of Muskogee, Oklahoma, took applications of a great number of persons whom they claimed were entitled to enrollment as citizens of the different tribes of the Five Civilized Tribes. Mr. Ballinger served upon me as attorney for the Choctaw Nation the petitions of two hundred and fifty (250) persons claiming right to enrollment.

The Indian Appropriation Bill carrying the appropriations for the fiscal year ending June 30, 1916, having failed to pass, a resolution was passed extending the appropriation of the former year.

The Indian Appropriation Bill carrying appropriations for the fiscal year ending June 30, 1917, was reported out of the Committee on Indian Affairs of the House of Representatives carrying a provision authorizing a per capita payment of \$200 to the Chickasaws and \$300 to the Choctaws. The difference in the amount paid to the members of each tribe is due to the fact that the Chickasaws have heretofore received a payment of \$100 more than the Choctaws out of the joint funds of the two tribes.

This provision authorized the distribution of practically all the cash to the credit of the Choctaw and Chickasaw Indians, arising from the sale of the residue of their estate. There is, of course, a great amount of tribal property yet unsold and a considerable amount due on property which has been sold. This provision met with the opposition:

First. Of all those who advocated the reopening of the rolls.

Second. The friends of the Mississippi Cho-

taws who contended for enrollment, by special act, of all persons whose names appear upon the so called McKennon rolls.

Third. Those who advocated the reconsideration of all the cases passed upon by the officials of the Interior Department during the so-called "rush period," immediately prior to the closing of the rolls on March 4, 1907.

Fourth. Those who advocated a law authorizing the Department of the Interior to receive and consider and act upon petitions of persons who had never theretofore made application for enrollment.

Fifth. In addition to this opposition, were those who did not understand the questions involved and were opposed to the distribution of funds for the reason that they feared that after the distribution of Choctaw and Chickasaw funds, the claimants for citizenship might possibly make and prevail in a claim against the United States Government.

It may easily be understood that all these factions constituted a very formidable opposition to the provision authorizing a per capita payment.

Great sympathy had been aroused by Mr. Ballinger and his associates for persons they claimed were Indians who had not made application because of their opposition to allotment in severalty. They contended that these Indians resided in Oklahoma and were among what is known as the "Snake" faction who opposed the change in the title of their property from ownership in common to allotment in severalty and had declined to take allotment. Such allegations very naturally aroused sympathy in favor of the applicants.

Mr. Ballinger and his associates and their agents took petitions from these alleged Indians whom they claimed had been erroneously omitted from the Choctaw rolls. Each petition was subscribed and sworn to by the applicant, or applicants, and was invariably supported by

the affidavits of two or more persons who were alleged to be disinterested. The petitions and the corroborating affidavits, in each instance, made out a strong prima facie case in favor of the applicant, or applicants.

It seems that Mr. Ballinger filed the original of these petitions in the Indian Office at Washington, D. C. He served a duplicate copy upon me as Attorney for the Choctaw Nation.

At the time these petitions were filed in the Indian Office I called the attention of the Indian Office to the fact that in my opinion the office was not authorized, under law, to receive the petitions. I do not care to discuss in this report the controversy which ensued between the Indian Office and myself on account of my contention that the Indian Office was not authorized to receive the Ballinger petitions. Subsequent events, I believe, have vindicated the position which I took in the matter and I am convinced that my representations to the Indian Office, in regard to the law in the matter, were correct.

Upon receiving the duplicate copies of the petitions from Mr. Ballinger I immediately entered upon an investigation of the same. I asked that an Inspector from the Interior Department be assigned to me for the purpose of assisting me in the investigation. Hon. Gabe E. Parker, Superintendent for the Five Civilized Tribes, at Muskogee, Oklahoma, detailed Mr. Wm. L. Bowie, an inspector, to assist in this work.

The investigation which followed developed that the petitions filed by Mr. Ballinger for his clients did not state the truth. It developed that each false petition was supported by false affidavits. It was shown that a great many of the corroborating affidavits were made by illiterate negroes who signed by mark and who served Mr. Ballinger and his associates as professional witnesses.

A full statement of the facts developed is set forth in

a report made by Mr. Wm. L. Bowie. The report of Mr. Bowie is attached hereto and marked *Part 11*.

PART 12.

While the Indian Appropriation Bill for the fiscal year ending June 30, 1917, was pending before the Committee on Indian Affairs of the Senate, Mr. Ballinger appeared before the committee in an attempt to prevent the adoption of the provision authorizing the per capita payment and also asked to be allowed to defend himself against the accusations contained in the Bowie report. The Bowie report seriously questioned the professional conduct of Mr. Ballinger and his associates.

In his argument before the committee Mr. Ballinger confined himself largely to an attack upon the nature of Mr. Bowie's tenure of office and an attack upon myself. He offered no argument of a substantial nature to refute the charges of fraud made against him and his associates in the Bowie report. He did not offer any evidence that would tend to absolve him from the responsibility of the transactions of the firm of Ballinger, Lindley & Rodkey, and their associates. He had no evidence to show that the petitions and affidavits filed by him in the Indian Office were not false as they were alleged to be in the Bowie report.

I was given twenty minutes within which to reply to Mr. Ballinger's statement. My reply was very brief. I submitted for the consideration of the committee, and for publication in the record, ten cases in which petitions had been served upon me by Mr. Ballinger. I asked that these cases be taken in their regular consecutive order, so that I would not be charged with having selected the most flagrantly fraudulent cases which had been presented. I was given permission by the committee to make these ten cases a part of the record.

My reply to Mr. Ballinger and the record of the ten cases referred to are attached hereto and marked *Part 12*.

PART 13.

While the Indian Appropriation Bill for the fiscal year ending June 30, 1917, was pending before the Senate, Senator Robert L. Owen, introduced a brief outline of the history of the citizenship litigation containing arguments in opposition to the re-opening of the rolls and in favor of the provision authorizing a per capita payment. This brief history of the case was prepared by me. It has since been printed in the form of a document.

A copy of said document is attached hereto and marked *Part 13*.

PART 14.

The Indian Appropriation Bill for the fiscal year ending June 30, 1917, carrying a provision authorizing a per capita payment of \$200 to the Chickasaws and \$300 to the Choctaws became a law on the 18th day of May, 1916. (See Public No. 80.)

Copy of said bill is attached hereto and marked *Part 14*.

The enactment of this provision ends a prolonged controversy. The distribution of funds belonging to the Choctaw and Chickasaw Nations has been unreasonably delayed. The cause of the delay, as shown by this report, is due to the opposition of the attorneys for persons claiming right to enrollment.

Under the terms of the agreement between the United States and the Choctaw and Chickasaw Nations which was approved by Act of Congress July 1, 1902, and ratified by the Choctaw and Chickasaw people on the 25th day of September, 1902, the United States is bound by solemn obligations to sell the residue of tribal property and to distribute the proceeds arising therefrom among the persons, and the heirs of persons, whose names appear upon the approved rolls of the Choctaw and Chickasaw Nations.

Because of the great amount involved and because

of the importance of an early settlement of this controversy, I have compiled this brief history of the questions involved. It required much research to procure the facts for the different documents set forth herein. For that reason I have thought it advisable to make this compilation in order that this history may be available to those defending the Choctaw and Chickasaw Nations in the event the advocates of the reopening of the rolls should, in the future, attempt to reopen this controversy.

In closing I call attention to the fact that the records which I am setting forth here are largely the records which I have made in this controversy, as attorney for the Choctaw Nation, before the committees of Congress. I have set forth the argument of Mr. Bond, attorney for the Chickasaw Nation, for the reason that the same is a very material part of the record before the committees and it is set forth for the purpose of showing that the interest of the Choctaw and Chickasaw Nations in this controversy are identical.

During the course of the controversy many able arguments were made on the floor of both Houses.

Attention is called to the able manner in which this controversy was handled by members of the Oklahoma Delegation in Congress and members of Congress from other States during the different times that the question was under consideration before the House and Senate. I am not setting forth these arguments in this report for the reason that to do so would be only to repeat almost entirely the record and arguments which are herein set forth.

Services performed by me during the last quarter, not involving citizenship questions, will be made the subject of a separate report.

Respectfully submitted.

P. J. HURLEY,
National Attorney for the Choctaw Nation.

Part Two

REPORT AND STATEMENT
OF THE
SUBCOMMITTEE OF
THE COMMITTEE ON INDIAN AFFAIRS

HOUSE OF REPRESENTATIVES

ON

H. R. 19213

JANUARY 10, 1913



WASHINGTON
GOVERNMENT PRINTING OFFICE

1913

SUBCOMMITTEE OF THE COMMITTEE ON INDIAN AFFAIRS.

HOUSE OF REPRESENTATIVES.

JOSEPH J. RUSSELL.

CHARLES B. SMITH.

CLARENCE B. MILLER.

REPORT AND STATEMENT OF THE SUBCOMMITTEE OF THE COMMITTEE ON INDIAN AFFAIRS.

COMMITTEE ON INDIAN AFFAIRS,
HOUSE OF REPRESENTATIVES,
Washington, D. C., January 10, 1913.

The subcommittee appointed to discuss House bill 19213 met this day, Hon. J. J. Russell (chairman) presiding.

STATEMENT OF HON. J. J. RUSSELL, REPRESENTATIVE FROM MISSOURI.

Mr. RUSSELL. Mr. Chairman, your subcommittee to which was referred House bill 19213, introduced by Mr. Harrison of Mississippi, of which subcommittee I was made chairman, desires to submit its report.

Your committee has agreed upon a report, and I will submit the same in writing, after giving briefly my own conclusions and the reasons that have led me to such conclusions.

I desire to say in advance that Mr. Miller, a member of the subcommittee, has had so much more experience in Indian affairs and is so much better informed upon questions pertaining to their interests that I have requested him to make the principal investigation of the questions involved, and he has done so with great diligence and, I think, exhaustively, and your committee relies very largely upon his investigation and his judgment in the matter, and he will state more in detail the facts and the record from which our conclusions have been formed, and perhaps Mr. Smith, the other member of the committee, will also give to this committee his views separately.

As I understand the purpose of this bill, it was introduced and is now being pressed for the purpose of attempting to correct what was claimed to have been an injustice done to certain Mississippi Choctaws, whose rights, it is claimed, under article 14 of the treaty of 1830, have been disregarded.

As I understand from the hearings before your subcommittee, and what investigation I have been otherwise able to make, that said section 14 of the treaty of 1830 was incorporated in the treaty at the instance of the Mississippi Choctaws, who desired to remain in the State of Mississippi and not to be required to move west, and this section, after making certain provisions for them, clearly provided by its express terms that they might remain in Mississippi without los-

ing their privileges as Choctaw citizens, but that in case they should remove they would lose their interests in the annuities.

So this section clearly intended to permit them to remain in Mississippi, and not only did not require them to remove but provided for punishment if they should remove. This same section of the said treaty provided that the Choctaws might signify their intention to take the benefits granted by that section within six months after the ratification of the treaty, and I understand that 143 did receive patents to lands under its provisions, but that many thousands of them who were entitled to the same privileges failed to obtain them, and it is now claimed by the proponents of this bill, and, so far as my investigation has gone, it is by no one disputed, that the reason a great number of others did not signify their intentions and receive patents was on account of the reprehensible conduct, if not the deliberate design, of a Mr. Ward, who was sent there as the Government's agent to receive the applications from the Choctaws.

From my investigation it appears that the right given to the Mississippi Choctaw Indians to remain in that State without forfeiting their rights as Choctaw citizens has been recognized by the Choctaw Nation in the West on several occasions since, and as late as 1898 this right was recognized by what is known as the Curtis Act, and under this act, in 1899, 4,192 of the eastern Choctaws were identified.

But what is known as the McMurray Act of 1902, for the first time disregarded article 14 of the treaty of 1830, and provided that the Mississippi Choctaws could not be enrolled unless they removed West within six months, and, further, that no one should be enrolled unless a descendant of a Mississippi Choctaw who received a patent to land under the said treaty of 1830.

This act for the first time, as I understand, made a distinction between those who actually received patents and those who had not received patents under the said treaty. Your committee is unable to see any good reason for a distinction between those who received a patent and those who were entitled to receive patents, especially when it appears, as we think it does in this case, that their failure to receive patents was by reason of no fault of theirs, but it seems more probable that it was a neglect of duty, if not the vicious misconduct of the Government agent, that prevented them from doing so.

I also understand that a suit was brought by the Choctaw Nation west to recover damages from the United States because of certain rights that they had under the treaty of 1830 and for lands sold by the Government which had been surrendered by the Mississippi Choctaws, and that suit resulted in the recovery of nearly \$3,000,000, which, with interest, amounting to approximately \$8,000,000, was, as I understand it, paid to the Choctaw Nation west, and no part of the same ever paid to or enjoyed by the Mississippi Choctaws, for whose redress the suit was instituted and the recovery had.

So your subcommittee believes that a great injustice has been done the Mississippi Choctaws, but I recognize that it is a very complicated question, and I do not feel able to suggest the form of a bill to grant relief, but your committee preferred to submit to you our report for your approval or disapproval, believing that if your committee should concur in the findings that we have made you can

then prepare or cause to be prepared a suitable measure in accordance with such findings.

Our written report is as follows:

Your subcommittee, to which was referred H. R. 19213, having extensively considered the same, is of the opinion and recommends:

First. That a considerable number of Indians not enrolled are entitled to the benefits of Choctaw citizenship.

Second. That members of the following two classes are entitled to such benefits:

(a) All full-blood Choctaws.

(b) All mixed-blood Choctaws, who can prove descent from an ancestor who received or was entitled to receive a patent to lands under article 14 of the treaty of 1830.

Third. That the Secretary of the Interior be requested to furnish this committee from records in his possession or under his control, and within nine months from the date hereof, a list of those who comprise the two above-named classes and who are not enrolled as Choctaws.

JOE J. RUSSELL.

CHARLES B. SMITH.

C. B. MILLER.

STATEMENT OF HON. CLARENCE B. MILLER, A REPRESENTATIVE FROM MINNESOTA.

Mr. MILLER. All the bills that have been introduced on the subject of the Mississippi Choctaws, among them being the one now under consideration (H. R. 19213), looked to the treaty of 1830, between the Choctaws and the United States, as a basis for all Mississippi Choctaw rights. A thorough understanding of the rights involved requires, however, that we pay attention to an earlier treaty, and a most important one, the treaty of 1820. During the time the territory involved was under the jurisdiction of Great Britain several arrangements that were looked upon as treaties were made between the King of Great Britain and the Choctaw Nation. These, however, are unimportant, as also were the subsequent treaties between the Choctaw Nation and the United States up to the treaty of 1820.

In 1820 we find the Choctaw Nation occupying approximately 14,250,000 acres in what is now the State of Mississippi, a small part, however, extending into Louisiana.

In 1820 the United States desired to have as many Indians as possible removed west of the Mississippi, and it then negotiated treaties with these Choctaw Indians looking to their removal. By the terms of that treaty the Choctaw Nation ceded to the United States about 4,000,000 acres of their land in Mississippi, as consideration for which and in part payment thereof the United States ceded to the Choctaws a tract of land west of the Mississippi River, roughly bounded on the north by the Arkansas and its main branch, the Canadian River, extending west to the source of the Canadian River, should that source be found to be within the territory of the United States, and if without such territory, then to the limits of the territory of the United States; on the south by the Red River; and on the east by a line that included a small part of what is now the western part of Arkansas. This com-

prises all the land that the Choctaws or Chickasaws ever secured west of the Mississippi River and which they have since occupied. Parts of this ground were lost by later treaties, the Indians ceding parts to the United States.

An inspection of this treaty discloses that it was not contemplated by the parties that all of the Choctaws should remove west, or even that the greater part of them should remove. In fact, it clearly appears that it was contemplated that only a relatively small part would remove west, the main part remaining on their diminished reservation, now consisting of a little over 10,000,000 acres in Mississippi.

The pertinent sections of that treaty to the present inquiry are the following:

ARTICLE 1. To enable the President of the United States to carry into effect the above grand and humane objects, the mingoes, head men, and warriors of the Choctaw Nation, in full council assembled, in behalf of themselves and the said nation, do by these presents cede to the United States of America all the land lying and being within the boundaries following, to wit: Beginning on the Choctaw boundary, east of Pearl River, at a point due south of the White Oak Spring, on the old Indian path; thence north to said spring; thence northwardly to a black oak standing on the Natchez road, about 40 poles eastwardly from Doake's fence, marked A. J. and blazed, with two large pines and a black oak standing near thereto and marked as pointers; thence a straight line to the head of Black Creek, or Bouge Loosa; thence down Black Creek or Bouge Loosa to a small lake; thence a direct course so as to strike the Mississippi 1 mile below the mouth of the Arkansas River; thence down the Mississippi to our boundary; thence around and along the same to the beginning.

ART. 2. For and in consideration of the foregoing cession on the part of the Choctaw Nation, and in part satisfaction for the same, the commissioners of the United States, in behalf of said States, do hereby cede to said nation a tract of country west of the Mississippi River, situate between the Arkansas and Red Rivers, and bounded as follows: Beginning on the Arkansas River where the lower boundary line of the Cherokees strikes the same; thence up the Arkansas to the Canadian Fork, and up the same to its source; thence due south to the Red River; thence down Red River 3 miles below the mouth of Little River, which empties itself into Red River on the north side; thence a direct line to the beginning.

* * * * *

ART. 4. The boundaries hereby established between the Choctaw Indians and the United States on this side of the Mississippi River shall remain without alteration until the period at which said nation shall become so civilized and enlightened as to be made citizens of the United States, and Congress shall lay off a limited parcel of land for the benefit of each family or individual in the nation.

ART. 5. For the purpose of aiding and assisting the poor Indians who wish to remove to the country hereby ceded on the part of the United States, and to enable them to do well and support their families, the commissioners of the United States engage, in behalf of said States, to give to each warrior a blanket, kettle, rifle gun, bullet molds and nippers, and ammunition sufficient for hunting and defense for one year. Said warrior shall also be supplied with corn to support him and his family for the same period and whilst traveling to the country above ceded to the Choctaw Nation.

ART. 6. The commissioners of the United States further covenant and agree, on the part of said States, that an agent shall be appointed in due time for the benefit of the Choctaw Indians who may be permanently settled in the country ceded to them beyond the Mississippi River, and at a convenient period a factor shall be sent there with goods to supply their wants. A blacksmith shall also be settled amongst them, at a point most convenient to the population, and a faithful person appointed whose duty it shall be to use every reasonable exertion to collect all the wandering Indians belonging to the Choctaw Nation upon the land hereby provided for their permanent settlement.

ART. 7. Out of the lands ceded by the Choctaw Nation to the United States, the commissioners aforesaid, in behalf of said States, further covenant and agree that 54 sections of 1 mile square shall be laid out in good land by the

President of the United States and sold, for the purpose of raising a fund to be applied to the support of the Choctaw schools on both sides of the Mississippi River. Three-fourths of said fund shall be appropriated for the benefit of the schools here, and the remaining fourth for the establishment of one or more beyond the Mississippi, the whole to be placed in the hands of the President of the United States and to be applied by him, expressly and exclusively, to this valuable object.

Article 4 provides that the boundaries established by this treaty for the lands in Mississippi shall remain without alteration; that is, the Indians shall retain their 10,000,000 acres intact until such time as the Indians shall become so civilized and enlightened as to be made citizens of the United States. It then contemplates that Congress shall allot to each family a portion of this territory.

Article 5 provides something for the removal of those who are to go west. It appears to contemplate that the poor Indians are the ones likely to remove, and provision is made to give each of these Indians a few things that may help him to make the journey.

Article 6 makes provision for organization of Federal aid to the Indians who remove beyond the Mississippi River, providing, as it does, for the establishment of an agent there, also a blacksmith and other officers.

Article 7 contemplates that lands shall be sold, specifying the lands, the proceeds from which are to be used for the support of Choctaw schools on both sides of the Mississippi, three-fourths of the fund to be expended for the benefit of schools east of the Mississippi River and one-fourth for the benefit of those west of the Mississippi River. If this can be taken as a basis of what was then contemplated by the parties should be the respective portions of the Indians residing east and west, it would show that three-fourths were expected to remain in Mississippi and one-fourth to remove west.

In 1825 the United States Government, desiring to secure a strip of land forming the eastern extremity of the lands ceded to the Choctaw Indians west of the Mississippi River, entered into a treaty with that nation by which all of that ceded territory which is now within the State of Arkansas was ceded to the United States Government. Since that time the western boundary of Arkansas has been the eastern boundary of this Indian country west of the Mississippi River.

During this period a rapid development in the Southwest has taken place. The United States had secured Florida, which then extended clear up practically to the Mississippi River. It was trying to remove, and had removed westward, many of the Seminoles, who were removed to a section of territory near to that ceded to the Choctaws west of the Mississippi River. Whites were pressing into the Southwest. After the Louisiana Purchase of 1803 the Southwest region had become generally known to people in the East, and immigrants were pouring in that direction rapidly. As a consequence of this influx of white settlers there was a desire on the part of the United States, responding to the wishes of these settlers, to remove all of the Indians west of the Mississippi River. The State of Mississippi desired to relieve itself of the Indians within its borders. Consequently, the Government undertook a treaty with the Choctaw Nation looking to a cession of all their Mississippi lands. The negotiations for this proceeded for many years without any success, the

Indians, obstinately and with complete accord and determination, refusing to give up their Mississippi lands or to remove West. Finally, in the extremity of the situation, one of the Indian leaders, whose name was Greenwood Le Flore, came to the United States commissioners and said if they would let him formulate a new paragraph in the treaty he could get the whole ratified within a very few hours. They asked him what his paragraph was. He thereupon suggested, and there was written, what became paragraph 14, or article 14, of the treaty of 1830. This article is as follows:

Each Choctaw head of a family, being desirous to remain and become a citizen of the States, shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by sectional lines of survey; in like manner, shall be entitled to one-half that quantity for each unmarried child which is of age and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee simple shall issue. Said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privileges of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

After the insertion of this article the treaty was quickly ratified by the Indians, and was finally approved September 27, 1830, and thus became the basis of the rights of the Choctaw Nation. This article is the important one of the treaty. It provides that any Choctaw Indian who desires to remain in Mississippi and not remove west can elect to do so within six months; by making application so stating his desire to remain he shall be entitled to receive 640 acres as head of his family; each adult member of his family—or, rather, each person over 10 years of age unmarried—to receive 320 acres and each child under 10 years 160 acres. After a continuous residence upon such selected tracts for a period of five years patent in fee was to issue. Further, and especially, it provides that any such Indian electing to remain in Mississippi shall not lose his Choctaw citizenship; the only thing he ever will lose is his right to share in the annuities coming from the Government to the Choctaw Nation, and these he will lose only if he removes from his then Mississippi home west of the Mississippi River.

Just what these annuities consisted in, their source and amount, have not been ascertained at the present time with definiteness. At my request the Secretary of the Interior is making a thorough investigation, and subsequently he will report all the information obtainable by his office on this point. The only annuity that I can find that must have been contemplated by the Indians and the Government was an annuity of \$20,000, payable under the terms of this treaty of 1830 for a period of 20 years thereafter. At all events, it seems to be generally agreed by both parties to the treaty and by all who have commented upon the treaty since, that the amount of these annuities was small—in fact, so small as not to be of serious consideration.

It must thus be clearly understood that those Indians who elected to remain in Mississippi continued to be Choctaw citizens, with all of the rights possessed by Choctaw citizens anywhere.

At this point it may be well to observe that while the Choctaw Nation has made many treaties subsequent to the treaty of 1830 with the United States Government, when those treaties were made the great bulk of the Choctaws had removed west of the Mississippi River—not all on the lands ceded to them by the treaty of 1820, some of them being scattered in other sections; but the great majority were west of the river, and the treaties were really between the representatives of the western Choctaws and the United States; in fact, there is not to be found any evidence that the Mississippi Choctaws remaining east of the river since 1830 have ever made any kind of an agreement or been a party to any kind of an agreement with the United States Government. They were in the nature of individuals outside who were not directly consulted in the making of the subsequent treaties, although many provisions in these treaties were for their benefit.

By the terms of this treaty of 1830 the Choctaw Nation ceded to the United States Government all their remaining lands east of the river. These lands comprised about 10,200,000 acres. After these heads of families who had elected to remain east of the river should receive their respective allotments or tracts of land, becoming theirs by patents in fee after a residence of five years, the remainder should be entirely the property of the United States, and no longer should there be Indian territory in Mississippi.

Nowhere in this treaty was there any consideration mentioned as passing from the United States to the Indians for this last cession of their 10,000,000 acres. It was undoubtedly contemplated by the United States Government to remove all the Choctaws west of the river. The object in negotiating the treaty, in the first place, was to get them all west of the river. The provision allowing certain ones to remain east of the river had only been inserted to secure an adoption of the general treaty. Apparently they had no idea of the number who would elect to remain and take advantage of article 14. At all events, nothing was done by the United States Government to enable those who desired to make application to remain east of the river until the following spring. At this time the Indian affairs of the country were under the jurisdiction of the War Department and officers of the Army were generally Indian agents. The Indian agent for this region in Mississippi was Col. William Ward.

On May 21, 1831, the Indian Office forwarded to Col. Ward instructions to receive applications from Choctaws who desired to elect under article 14. His instructions were as follows:

You will be careful in keeping a register of the reservations taken under the fourteenth article of the treaty, a fair copy of which to be made, duly certified, and transmitted for the information of the department.

This is the official instruction and the only one that can be found. It has been said—or surmised, perhaps, would be a better term—that, apart from this official instruction of Col. Ward, was a secret instruction, not made public, to the effect that he should get as many Indians as possible to remove west; and in doing that, of course, prevent, as far as possible, the Indians from availing themselves of the provisions of article 14. At all events the testimony of all parties who have investigated the acts of Col. Ward is unanimous respecting his conduct. He certainly did everything in his power to prevent Choctaw Indians from remaining in Mississippi. It is to be under-

stood that the Indians had six months from and after September 27, 1830, in which to make their application. There was no way in which they could make their applications prior to the latter part of May, 1831. No applications were permitted to be made after the latter part of August, 1831. The register which Col. Ward prepared shows that the first application was registered April 18, 1831; the last August 23, 1831; and his certificate is of date August 24, 1831; thus not longer than four months did the Indians have in which to make application.

The Indians began to come in in large numbers to make their applications. Apparently the number was vastly greater than had been anticipated or was desired. They were treated in an outrageous manner by Col. Ward. He often angrily drove them from his presence. He either started or at least sanctioned the circulation among the Indians of stories that those who remained would be subjected to persecution by the whites, and would even lose their children. To an Indian his child is his dearest possession. He may not think much of his father or his mother and have no regard whatever for his grandfather or grandmother, but he thinks everything of his child. This would strike terror to an Indian if anything on earth would. These Indians were, of course, unlettered, and while they have been called civilized, the term can hardly be applied to them without being given a very liberal interpretation. They could not speak English and, after Indian fashion, conveyed their ideas symbolically. For instance, a common method of making application by the head of a family would be for such head to appear before Col. Ward with a bundle of sticks—one long stick representing himself; somewhat shorter sticks representing the members of his family above the age of 10; then some little short sticks representing the children under 10. The colonel generally received these sticks and promptly made bonfires of them.

It was, of course, expected that he would keep a record of the names of the applicants and the members of their family for whom application was made. It seems that something like a list was kept. It was kept on loose sheets of legal-cap paper. It was not found for some time afterwards, and when found many pages were gone; and the testimony of those present showed that the missing pages were probably those the colonel had used as shaving paper. It seems that a large number of the sheets of this list were used for that purpose. It further appears that Col. Ward was often intoxicated, and at such times was exceedingly harsh and abusive to the Indians. In short, his treatment probably forms as bad a chapter as can be found anywhere in the history of Indian affairs since the whites settled America.

The Choctaws were not hostile to the whites, had never made war against the whites, but had been the staunch friends of the whites. They had remained sturdy when a general Indian uprising had been fomented by certain Indian tribes a few years after the Revolutionary War. Upward of 2,000 Choctaw warriors are said to have marched under Andrew Jackson and fought at the Battle of New Orleans. There certainly was no stigma to be cast upon the Indians because they chose to remain in Mississippi, where had been the homes of their fathers, and where their other ancestors were buried. Under the treaty of 1830 they had an absolute right to elect

to remain if they saw fit, and, in fact, would not have made that treaty had this opportunity not been accorded them. Therefore it seems to me that the treatment extended to these Indians by Col. Ward at this time was such as to require that most careful attention be given to any rights that can clearly be ascertained in favor of these Indians who were at that time defrauded.

In 1837, and again in 1842, investigations were had of the conduct of Col. Ward. These investigations were rather extensive, and reports thereof were duly filed. It is from these reports that the foregoing statements have been made respecting the conduct of Col. Ward.

A Government agent, Mr. George W. Martin, under date of September 11, 1833, made a report to the department respecting the condition found among the Choctaws in Mississippi, as far as the fourteenth article claimants were concerned. In this report he said:

I am much disappointed in not being able to secure such copies and information as seems to have been anticipated by the department. Col. Ward says there are no entire and perfect copies of the registers and reservations retained here, and advised me to apply to the department. I shall secure such papers here as may enable me to proceed in the locating, but I am certain the work can not be done in a complete and perfect manner unless I am furnished with a more full register, as the one here is incomplete.

Again, under date of October 3, 1833, this same agent made a report to Andrew Jackson, then President of the United States, in which he said:

I am progressing with the business by means of the register obtained from Col. Ward, but it is probable there are many names omitted on this register which are entitled to land agreeably to the register or list of reserves forwarded to the War Department by Mr. Armstrong. Such was the opinion of Mr. William Armstrong, who was present at the time I applied for and received the register on which I am now acting, which I adverted to in my communication to you of the 11th ultimo.

Again, under date of December 29, 1834, the Government agent reported to the War Department in the following language:

In obedience to instructions, I have caused all the testimony offered to be taken in writing, under oath, and in due form of law. A list of the names of the witnesses is annexed to this report, and copies of the depositions themselves are herewith transmitted, the originals being retained for the use of this office. The instructions require that I should report the facts and circumstances submitted to me. By a reference to the papers it will be seen that the depositions establish the following facts, viz:

First. That within the time limited by the treaty for registration, on one occasion a number of Indians, then living on Suckenatchie, and some of them living yet on the same, did actually go forward to the agent, then at the Old Factory, for this and other purposes, and did not only offer their names for registration, but their names were duly and formally entered down in a book opened for that purpose; nevertheless, a few, if any, of the names then and at that place taken down, are now to be found in the agent's book in my possession. The conclusion is inevitable that the small book or sheet of paper on which their names were entered has been either lost by the agent or destroyed by those who might possibly wish the Indians to emigrate. It appears that a portion of these Indians have since gone away, while others remain on their lands and now contend for their claims.

Second. That there are instances where individuals went forward and had their names entered down on the book, and yet they were afterwards erased or blotted out by possibly those who had free access to the agent's books.

Third. It further appears from the testimony of several witnesses of unquestionable character that in the month of June, 1831, a number of Indians attended at the council house for the purpose of entering their names to become

citizens and take lands. Being ignorant of the English language, they appointed one or two headmen or leaders to go forward for them and give in their names accordingly. As is customary among the Indians, they collected a parcel of small sticks, designating the number of them that wished to register. With these sticks in their hands, the spokesmen went up to the agent and gave them in, at the same time informing the agent, through the interpreter, that these sticks showed the number they came forward to give in, and that they would give the name of each head of families, the number and ages of their children. It appears further that the agent took the sticks in his hand and threw them away and directed the interpreter to tell the Indians that there were too many of them and that they ought or must move over the Mississippi.

Being thus repulsed, or turned off, it appears that many of these Indians abandoned their claims and have gone west, while some of them yet remain and now assert their claims under the foregoing signification of their intention to remain.

The investigation had in 1837 was under an act of Congress appointing three commissioners to take additional testimony respecting the conduct of Col. Ward toward the Indians who desired to remain in Mississippi under article 14. The commissioners, under date of July 31, 1838, in their report stated as follows:

From the great mass of proof offered to the board, there can be no doubt of the entire unfitness of the agent for the station. His conduct on many occasions was marked by a degree of hostility to the claims calculated to deter the claimants from making application to him. His manner to the Indians coming before him for registration was often arbitrary, tyrannical, and insulting, and evidently intended to drive them west of the Mississippi against their will and in violation of the letter and spirit of the treaty.

From these causes it has become difficult, at this late day, to make clear proof in all cases of the applications to him to be registered. The book in which the names of a great number of Indians was registered by him, it is clear, has never been returned to the Government. The board have therefore thought it their duty to be satisfied with lighter testimony than under other circumstances they might have deemed themselves bound to require. They have received in evidence of their intention to remain in the country and take lands under the treaty evidence either symbolical, by proxy, as well as by direct application.

It is in proof also that the agency house was very remote from the great body of the nation, and that it was inconvenient to the Indians on that account to make personal application to him at that place, and it is also shown that the modes adopted by them to make their intentions known to him were in conformity with their usual habits and manner of transacting business.

The fact also that these people to the number of not less than 5,000 have remained in the country to this time notwithstanding the efforts of the removing agent of the United States, who has been constantly with them, to induce them to emigrate west of the Mississippi. Their known attachment to their homes, the councils held by them on the subject, and their constant declarations of their intention to remain and take the benefit of the treaty have not been without their influence in bringing the board to the conclusion that it was the almost universal intention of these Indians now remaining east of the Mississippi to take the benefit of the fourteenth article of the treaty.

Again, the Commissioner of Indian Affairs, having before him the reports of agents and investigating committees respecting the conduct of Col. Ward, officially reported as follows:

The agent of the Government, Col. Ward, unfortunately so managed this business that it is left almost entirely to oral testimony to prove the names of those who applied for registration within the six months and the signification of their intention to remain and become citizens of the States. That he kept a book about foolscap size containing two or three quires of paper and which was almost filled with the names of persons registered is proved, and it is also proved that this book was afterwards partially torn up and used as shaving paper, was left out in the weather, and finally was sent to one of the Folsoms, after which nothing more was heard of it. It is also proved that many applied personally to Ward to be registered who were refused on the ground that he had received orders from the department not to register any more; that councils

of the Indians were held at which it was determined by those present that they would remain and take lands under the fourteenth article; that lists were made out at some of these councils of the persons present which were presented to Ward by delegates selected for that purpose; that he registered a part of one of the lists and refused to register any more and declined looking at other lists altogether; that at those councils where there was no person present who could write, sticks were cut, one representing each head of a family, a shorter stick attached to each young man, and notches cut representing the females and children; that delegates were appointed out of each neighborhood to take these sticks to the agent and tell him the names of the persons represented by them, the members of their families, etc.; and that when the bundle of sticks was presented by those delegates he threw them away.

In all these cases where it is shown that the claimants in any of these ways, either in person or by delegate, signify or endeavor to signify their intention of remaining, the commissioners have deemed it a virtual compliance with that provision of the treaty, and in that opinion of the commissioners I concur. Many of these applications were made to Ward at the time of the payment of an annuity in the summer of 1831, at Leflore's, which, upon examination, is found to be within six months after the ratification of the treaty.

Col. Ward did enroll 71 heads of families and patents were actually issued to 143 heads of families under article 14. In 1838, it appears, however, that there were at least 5,000 Choctaw Indians remaining in Mississippi. Many of them thereafter scattered and some are now found in Texas, some in Louisiana, some in what is now Oklahoma and not enrolled, and a great many still remain in Mississippi. It was found by the court in *Choctaw Nation v. United States* (119 U. S., 1), which finding was adopted from the finding made by the Court of Claims in the same case, appeal having been taken to the Supreme Court from the award of the Court of Claims, that 1,346 Choctaw heads of families attempted to comply with the provisions of the treaty. Of course, it must be borne in mind that if 1,346 heads of families attempted to come under article 14, they would represent probably three or four times their number, as each head of a family represented the other members of his family, children and adults. Complaint was repeatedly made to the Government on account of the injuries done Choctaws by the conduct of Col. Ward. Many attempts were made to get at something like a settlement of these claims.

In 1842 the Government decided to adjust these difficulties by issuing scrip in lieu of the land. It must be borne in mind that by this time the Government had sold or parted with the major portion of the land ceded by the Mississippi Indians by the treaty of 1830. Not having these lands to give to the defrauded Indians, it decided to give them scrip—not, probably, scrip for as much land as they were entitled to under article 14, but scrip that would give each head of a family about 600 acres. They therefore issued scrip and, under the law, one half of it was to be given the Indians at once and the remaining half when they removed and settled upon their land. This scrip was locatable upon the public domain in the Southwest—of course, it was designed to get them west of the Mississippi River. The records are silent about how many of the Indians availed themselves of this scrip and actually located upon the land; but from such information as is obtainable—or, rather, the lack of information—one can not resist the conclusion that practically none of them ever used the scrip. It was probably traded off or lost or something of that kind.

Again, in 1852, Congress decided in lieu of the scrip not yet delivered to fund the amount and pay it to the Indian. It was therefore funded at \$1.25 an acre and amounted to the sum of \$872,000. The query at once is, How was this \$872,000 paid, and, especially, did the defrauded Mississippi Choctaws—and by Mississippi Choctaws we mean those who elected to take advantage of article 14 of the treaty of 1830—get a part or their proper part of this award?

I will go right ahead and complete this as briefly as I can, and then you will have the thing before you.

Mr. BURKE. As I understand, this only involves the question as to who will have enrollment among the Choctaws, and does not touch the people in Oklahoma who are clamoring to get on the roll. I was asking a question.

The CHAIRMAN. This matter is only tentative as I understand it, and permits the Secretary of the Interior to report to the next Congress as to what should be done.

Mr. FERRIS. I want to ask merely one question with reference to his report, not as to the subject matter but as to the form. Did some one state here a moment ago that you had reduced your report to writing?

Mr. MILLER. Only that which I began before the committee orally the other day.

Mr. FERRIS. Will that be a part of this record?

Mr. MILLER. It can be if it is ordered.

Mr. FERRIS. I am tremendously anxious to have that and go through it myself.

The CHAIRMAN. You remember we had no stenographer present. Afterwards we had a stenographer.

Mr. FERRIS. I understand that was dictated as far as it goes, and this will go on the end of that. Will that be turned over to this reporter, so that your whole statement can be given together?

The CHAIRMAN. Yes; that will be done.

Mr. MILLER. At the last hearing of our committee I endeavored to develop why the members of the subcommittee thought that large numbers of Choctaws who reside in Mississippi were defeated of their rights by the acts of the official agent of the United States Government. Having demonstrated to our satisfaction that there were a large number of Indians who were defrauded, then the next consideration was what steps have been taken by the United States to compensate them for the injuries sustained, and the natural and consequent inquiry, did the steps taken measure and meet the injuries that had been created? I just started to call attention to the fact that in 1842, after the second investigation on the part of Mr. Ward with respect to ascertaining the number of Choctaws who desired to avail themselves of article 14 of the treaty of 1830, Congress, in order to compensate them for the injury which had resulted, decided to give the Indians who had been injured scrip in lieu of the land which could no longer be given to them. By the provisions of the act one half of the scrip was to be given immediately to the heads of families, and the other half to be withheld until such time as these Indians had moved and taken their residence on Choctaw lands west of the Mississippi River. They actually did give the first half of the scrip to the Indians and their families.

Mr. FERRIS. How many?

Mr. MILLER. I can only answer that by saying that when they came to fund the scrip which they did not give them they estimated the number at 1,155 heads of families, which represented probably about 4,000 or 5,000 Indians. You understand 143 heads of families actually received patents to lands under article 14 of the treaty, and 143, added to 1,155, would give the approximate number of heads of families who desired to avail themselves of the benefits of article 14 of the treaty. Only 143 actually succeeded.

A few years after 1842 a desire was manifested to dispose of the scrip question, and it became apparent that these Indians were not going in large numbers to occupy the land west of the Mississippi, and did not go to any complete extent, though quite a large number did go, and the Government decided to fund the unpaid one-half of the scrip at \$1.25 an acre, and appropriated therefor the sum of \$872,000. This was in 1852, and to my mind the language of the act is quite significant and, as it is so, I would be glad to read it to the committee.

By a previous arrangement between the Indians and the Government it was provided there should be paid annually interest on the amount of scrip that had not been actually handed to the Indians. This was an arrangement by which the Indians were to get some benefit from the unpaid part of the scrip. They paid that in 1852, but decreed thereafter that they would not pay it but discharge the whole obligation by a lump sum. The language of the act is as follows:

For interest on the amounts awarded Choctaw claimants under the fourteenth article of the treaty of Dancing Rabbit Creek of the 27th of September, 1830, for lands on which they reside, but which it is impossible to give them, and in lieu of the scrip that has been awarded under the act of the 23d of August, 1842, not deliverable east by the third section of said law, per act of the 3d of March, 1845, for the half year ending the 30th of June, 1852, \$21,800: *Provided*, That after the 30th day of June, 1852, all payments of interest on said awards shall cease, and that the Secretary of the Interior be, and he is hereby, directed to pay said claimants the amount of principal awarded in each case, respectively, and that the amount necessary for this purpose be, and the same is hereby, appropriated, not exceeding \$872,000: *Provided further*, That the final payment and satisfaction of said awards shall be first ratified and approved as the final awards of all claims of such parties under the fourteenth article of said treaty by the proper national authority of the Choctaws in such form as shall be prescribed by the Secretary of the Interior.

Now, the words, "If they receive the \$872,000 thereby appropriated a release in full of all claims, individual or national, shall be given to the United States Government," are of the utmost importance. That was in 1852. I will say that this \$872,000 was paid to the Indians, as near as I can make out; at least the Court of Claims, when the case was before them, so found.

The CHAIRMAN. Was that required to be paid per capita or to them as a band?

Mr. MILLER. That was an inquiry that I spent a great deal of time on, and not until recently could I reach a decision; I have made out that it was paid per capita.

Mr. CARTER. Was that paid to the Choctaws in Oklahoma or the Choctaws in Mississippi, or any division of it?

Mr. MILLER. Paid to all of them.

Mr. CARTER. All together?

Mr. MILLER. Yes, sir.

Mr. CARTER. Was it paid per capita? You say your belief is that they were paid per capita.

Mr. MILLER. I will read what the Court of Claims said. Besides everything indicates that the appropriating act contemplates that it be paid per capita.

The CHAIRMAN. What page is that?

Mr. MILLER. Page 18 of 119 United States Reports. It is as follows:

This scrip, which was funded for the benefit of said Choctaw heads of families and their children, under the act of Congress of March 3, 1845, was funded by the United States at the rate of \$1.25 an acre, amounting to the sum of \$872,000, which sum was paid to the said heads of families and their children, or their legal representatives, under the provisions of an act of Congress approved July 21, 1852.

Mr. BURKE. What was involved in that case?

Mr. MILLER. This is the great Choctaw case.

Mr. CARTER. Is that "Choctaw Nation v. United States"?

Mr. MILLER. Yes, sir.

The CHAIRMAN. Please give the style of the case.

Mr. MILLER. The style is "Choctaw Nation v. United States." (119 U. S., p. 18.)

The CHAIRMAN. Proceed, Mr. Miller.

Mr. MILLER. And yet the matter was not disposed of. In 1855, still being undisposed of, and the Indians claiming that they had not been properly benefited, a treaty was entered into between the Choctaw Nation and the United States.

From this point on it must be borne in mind that the Choctaw Nation as such was an organized body west of the Mississippi River. When we started out the main body of Choctaws were in Mississippi, but gradually migration has been taking place until the main body of the nation is located west of the Mississippi River, and all official acts of the nation are performed by the officially organized Choctaw Nation west of the Mississippi River. And probably it is only fair to state that while the Choctaw Nation west on every occasion and at all times manifested entire friendliness to the Choctaws east, and often invited them out to the West and to share the western wealth with them, yet it does not appear that they ever considered or took into consultation with them those Choctaws in Mississippi. In other words they assumed to act for their own benefit largely. 1855 the Choctaw Nation and the United States entered into another treaty containing many provisions, but one of which is important.

Mr. BURKE. I do not want to disturb your argument, but you stated a moment ago that you were going to read something that the National Council did and before they heard from the Court of Claims.

Mr. MILLER. I am going to come to that later.

Mr. BURKE. All right.

Mr. MILLER. In 1855 the treaty made between the Choctaws and the United States Government agreed that the whole matter should be submitted to the United States Senate as a court of arbitration to take into consideration all claims, individual and national, that the Choctaws had against the United States, they to make a thorough investigation and report, which should be final and complete. The

United States Senate did proceed and did have extended hearings on the matter, and in 1859 made a finding. I think we ought to read that finding. Perhaps it would be wise to put into the record the provisions of the treaty under which this was submitted to the United States Senate.

Article 11 of the treaty provides:

The Government of the United States not being prepared to assent to the claim set up under the treaty of September 27, 1830, and so earnestly contended for by the Choctaws as a rule of settlement, but justly appreciating the sacrifices, faithful services, and general good conduct of the Choctaw people, and being desirous that their rights and claims against the United States shall receive a just, fair, and liberal consideration, it is therefore stipulated that the following questions be submitted for adjudication to the Senate of the United States:

First. Whether the Choctaws are entitled to or shall be allowed the proceeds of the sale of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the cost of their survey and sale, and all just and proper expenditures and payments under the provisions of said treaty, and, if so, what price per acre shall be allowed to the Choctaws for the lands remaining unsold, in order that a final settlement with them may be promptly effected; or—

Second. Whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much.

ART. 12. In case the Senate shall award to the Choctaws the net proceeds of the lands ceded as aforesaid the same shall be received by them in full satisfaction of all their claims against the United States, whether national or individual, arising under any former treaty—

Now this, gentlemen, is the particular treaty stipulation of importance—

and the Choctaws shall thereupon become liable and bound to pay all such individual claims as may be adjudged by the proper authorities of the tribe to be equitable and just—the settlement and payment to be made with the advice and under the direction of the United States agent for the tribe; and so much of the fund awarded by the Senate to the Choctaws, as the proper authorities thereof shall ascertain and determine to be necessary for the payment of the just liabilities of the tribe, shall, on their requisition, be paid over to them by the United States. But should the Senate allow a gross sum in further and full satisfaction of all their claims, whether national or individual, against the United States, the same shall be accepted by the Choctaws, and they shall thereupon become liable for and bound to pay all the individual claims as aforesaid, it being expressly understood that the adjudication and decision of the Senate shall be final.

In other words, it is contemplated in this treaty that if the Senate awards a lump sum, after hearing all the evidence, both as to claims of individuals and the nation, a lump sum shall be awarded to the Choctaw Nation, and then the Choctaw Nation as an entity in itself shall become liable to the individuals for the individual claims which form part of the whole.

Mr. BURKE. Was that treaty made with all the Choctaws?

Mr. MILLER. It was made with the Choctaw Nation. As I have figured it out it consisted of the Choctaws West. The Choctaws in Mississippi were never consulted, as far as I can find, or became parties to any treaty with the United States after September 27, 1830.

The CHAIRMAN. When was that treaty made?

Mr. MILLER. In 1855.

The CHAIRMAN. In the Five Civilized Tribes of Oklahoma?

Mr. MILLER. Yes, sir; it was in 1855 some time, I can not give the exact date.

As a result of the United States Senate sitting as a court of arbitration and hearing the matter from beginning to end, on the 9th of March, 1855, they made their finding as follows:

Resolved, That the Choctaws be allowed the proceeds of the sale of such lands as have been sold by the United States on the 1st day of January last, deducting therefrom the costs of their survey and sale and all proper expenditures and payments under said treaty, excluding the reservations allowed and secured, and estimating the scrip issued in lieu of reservations at the rate of \$1.25 per acre; and, further, that they be also allowed 12½ cents per acre for the residue of said lands.

That was the decision of the United States Senate. They at the same time called upon the Secretary of the Interior to make a statement of account showing the quantity of land sold, the amount for which it had been sold, also showing the amount unsold.

MR. CARTER. And was this the Senate which you are speaking of now?

MR. MILLER. Yes, sir; I am speaking of the Senate. Now, for the benefit of some who were not here the other morning when Mr. Russell and I discussed this, it might be well to state that for the lands ceded by the treaty of 1830, consisting of a little over 10,000,000 acres in the State of Mississippi, no specific consideration was stated in the treaty itself.

MR. STEPHENS of Nebraska. This is the first price made on the land; this Senate act of 1855?

MR. MILLER. Yes, sir. Now, under the direction of the Senate the Secretary of the Interior did state a complete account, and in that it was found that adding together all proceeds derived from sales theretofore made, and estimating the amount unsold at 12½ cents an acre, the aggregate sum was \$8,076,614.80. Now, they had a whole lot of charges against that for removal, cost of subsistence, cost of selling, and other charges, which aggregated \$5,097,367.50, leaving a residue or balance due to the Choctaws of \$2,981,247.30.

MR. BURKE. Were they charged for the \$782,000 that was paid them?

MR. MILLER. Yes, sir; that comes in just a minute. Now, the Senate of the United States at once appropriated \$250,000 as the first payment on this \$2,981,247.30, and I will say that on that \$2,981,247.30 interest was to be paid. The act of March 2, 1861, the Indian appropriation act, provided for an issue of \$250,000 in bonds as a part payment on this balance due the Choctaws. At this time the war broke out. The Choctaws and other Indians were on different sides, and naturally all interest stopped. All that was paid was this sum of \$250,000. The bonds were never issued.

That remained until 1881, when, by act, this was sent to the Court of Claims. By this I mean the entire claims of the Choctaws against the United States, and it was fought out there, and the Court of Claims came to this decision, that inasmuch as the Choctaw Nation and the Choctaw individuals received and accepted \$872,000 under the terms of the appropriation act of 1852, and executed therefor a release in full to the United States, they could not adjudicate or award any claim in damages to the Choctaws by reason of the items that were included in the \$872,000; that is, growing out of the lands. (Choctaw Nation v. United States, No. 12742, Court of Claims.

When appealed to Supreme Court it became Choctaw Nation *v.* U. S., 119 U. S., 1.)

Now it will be appropriate to see the exact nature of the Choctaw national act.

Mr. STEPHENS of Nebraska. In other words, the Court of Claims repudiated the action of the Senate?

Mr. MILLER. I have not come to that yet. I will in a moment.

The Choctaw Nation, by its proper authorities, on November 6, 1852, executed and delivered to the United States the following instrument—under the provisions of the act to which I called attention and quoted from, the act of July 21, 1852—for the purposes therein specified:

Whereas by an act of Congress entitled "An act to supply deficiencies in the appropriations for the service of the fiscal year ending the 30th day of June, 1852," all payments of interest on the amount awarded Choctaw claimants under the fourteenth article of the treaty of Dancing Rabbit Creek for lands on which they resided, but which it is impossible to give them, shall cease, and that the Secretary of the Interior be directed to pay said claimants the amount of the principal awards in each case, respectively, and that an amount necessary for this purpose be appropriated, not exceeding the sum of \$872,000; and that final payment and satisfaction of said awards shall be first ratified and approved as a final release of all claims of such parties under the fourteenth article of said treaty by the proper national authority of the Choctaws in such form as shall be prescribed by the Secretary of the Interior: Now be it known that the said general council of the Choctaw Nation do hereby ratify and approve the final payment and satisfaction of said awards, agreeably to the provisions of the act aforesaid, as a final release of the claims of such parties under the fourteenth article of said treaty.

It is fair to state that the Senate of the United States thought that in equity and justice to the Indians that should not be a bar. In other words, they rescinded that "satisfaction and release."

Mr. BURKE. This treaty that authorized that arbitration was ratified, was it not?

Mr. MILLER. Yes, sir.

Mr. BURKE. Then that became a law?

Mr. MILLER. Yes, sir; but that has not been carried out yet. We have shown that the treaty of 1855 provided that whatever award was provided or received or given to the Choctaw Nation, if it was a lump sum, then the Choctaw Nation should be responsible to the individuals whose claims were included, but they never got that award under the treaty of 1855.

Mr. BURKE. But you misunderstand my point. They did, by the action of their council, accept and receive the sum of \$872,000, which was to be in full of all claims or demands that they might have against the United States. Now, subsequently the tribe entered into a compact with the United States by which it was agreed to arbitrate the matter in the Senate, notwithstanding this final settlement. Then that became the law when that treaty was made?

Mr. MILLER. Yes; I understand what you mean now. If you will just let me finish I am sure that I can get through with my part shortly, and I am sure that I will have answered many of these natural inquiries.

The case was appealed to the United States Supreme Court, and finally decided. The United States Supreme Court held, among other things, that the award of the Senate in 1859 was probably the most satisfactory, the most equitable, and the most just award that

could be made, having regard to the elapse of time and the other difficulties of securing exact information.

They held that the Court of Claims was wrong in holding the award in 1852 as an estoppel: that it was not an estoppel against them for the reasons which they set forth at length, wherein they discussed what should be the attitude of a strong nation toward a weak one in making and executing contractual arrangements. The language of the court is as follows:

As was said by this court recently in the case of the *United States v. Kagama* (118 U. S., pp. 375, 383): "These Indian tribes are the wards of the Nation; they are communities dependent on the United States; dependent largely for their daily food; dependent for their political rights. They owe no allegiance to the States and receive from them no protection. Because of the local ill feeling the people of the States where they are found are often their deadliest enemies. From their very weakness and helplessness, so largely due to the course of dealing of the Federal Government with them, and the treaties in which it has been promised, there arises the duty of protection, and with it the power. This has always been recognized by the Executive and by Congress and by this court whenever the question has arisen."

It had accordingly been said in the case of *Worcester v. Georgia* (6 Pet., pp. 515, 582): "The language used in treaties with the Indians should never be construed to their prejudice. If words be made use of which are susceptible of a more extended meaning than their plain import, as connected with the tenor of the treaty, they should be considered as used only in the latter sense. * * * How the words of the treaty were understood by this unlettered people, rather than their critical meaning, should form the rule of construction."

The recognized relation between the parties to this controversy, therefore, is that between a superior and an inferior, whereby the latter is placed under the care and control of the former, and which, while it authorizes the adoption on the part of the United States of such policy as their own public interests may dictate, recognizes, on the other hand, such an interpretation of their acts and promises as justice and reason demand in all cases where power is exerted by the strong over those to whom they owe care and protection. The parties are not on an equal footing, and that inequality is to be made good by the superior justice which looks only to the substance of the right without regard to technical rules framed under a system of municipal jurisprudence formulating the rights and obligations of private persons equally subject to the same laws.

The rules to be applied in the present case are those which govern public treaties, which, even in case of controversies between nations equally independent, are not to be read as rigidly as documents between private persons governed by a system of technical law, but in the light of that larger reason which constitutes the spirit of the law of nations. And it is the treaties made between the United States and the Choctaw Nation, holding such a relation, the assumptions of fact and of right which they presuppose, the acts and conduct of the parties under them, which constitute the material for settling the controversies which have arisen under them. The rule of interpretation already stated, as arising out of the nature and relation of the parties, is sanctioned and adopted by the express terms of the treaties themselves. In the eleventh article of the treaty of 1855 the Government of the United States expresses itself as being desirous that the rights and claims of the Choctaw people against the United States "shall receive a just, fair, and liberal consideration."

And the United States Supreme Court cut the matter short by making identically the same award in 1889 that the Senate had made just 30 years before. Now, it must be, I think, entirely agreed that the treaty of 1855 was the foundation for this ultimate award.

I have asked for the exact amount that was paid, but the Interior Department has not yet given it to me. Anyhow it was \$2,981,247.30 plus some interest. It must be agreed that the basis for that was the treaty of 1855, and on account of the changed conditions of things that occurred during the next 30 years we must look back to that as the origin. So that, in passing on the payment of this

larger sum, we must have regard to article 12 of the treaty of 1855. In other words, the United States paid this money to the Choctaw Nation (West), and no one has yet been able to find that any Choctaw Indians (East) or Mississippi Choctaws ever got any of it. To my mind that is of the utmost importance in this case. If the Choctaw Indians agreed solemnly by the treaty of 1855 that if a lump sum were awarded they would become responsible to the individuals on account of claims, and they received that lump sum, both in law, equity, and justice there still remains to be adjudicated between the Choctaw Nation and the wronged individuals the rights of the wronged individuals. Now, that may seem a trifle harsh to the Choctaw Nation (West), but I hope it will not, because they have manifested from every standpoint the most friendly attitude, and it might be well, perhaps, to call the attention of the committee to a few things that I discovered that exhibit that attitude. For instance, at the close of the war in 1866, when the United States entered into a treaty to restore to them their rights, very generously and properly this provision was inserted—to wit, article 45 of the treaty of July 10, 1866:

All the rights, privileges, and immunities heretofore possessed by said nation or individuals thereof or to which they were entitled under the treaties and legislation heretofore made and had in connection with it shall be and are hereby declared to be in full force, so far as they are consistent with the provisions of this treaty, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw Nation may arbitrarily remain and exercise rights heretofore given to the Choctaws and Chickasaws, provided that before any such absent Choctaw or Chickasaw shall be permitted to select for him or herself or others as hereinafter provided, he or she shall satisfy the register of the land office of his or her intentions or the intention of the party for whom the selection is to be made, to become bona fide residents of the said nation within five years of the time of selection, and should said absentee fail to remove into the said nation and occupy and commence an improvement of the land selected within the time aforesaid, the said selection shall be canceled and the land hereafter be discharged from all accounts thereof.

That simply looks to the removal of those. Here is another portion of that same treaty, where it provides that a certain notice required in one article "shall be governed not only in the Choctaw and Chickasaw Nations (as notice to the Choctaws that they can go and take their lands and get their rights), but by publication in newspapers printed in the States of Mississippi, Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw Nations may be informed and have opportunity to exercise the rights hereby given to representative Choctaws and Chickasaws." Then follows that portion which I have just read.

Again, in 1889, the Choctaw Nation, by its regular legislative body, sent this to the United States Congress. It was never transmitted to or reached the Mississippi Choctaws, but it shows the proper attitude on the part of the Choctaw Nation. It is as follows:

Whereas there are large numbers of Choctaws yet in the States of Mississippi and Louisiana who are entitled to all the rights and privileges of citizenship in the Choctaw Nation; and

Whereas they are denied all rights of citizenship in said States; and

Whereas they are invited to migrate themselves into the Choctaw Nation:

Therefore be it

Resolved by General Council of the Choctaw Nation assembled, That the United States Government is hereby requested to make provision for the migra-

tion of said Choctaws from the said States to the Choctaw Nation. The national secretary is hereby instructed to furnish a certified copy of this memorial each to the Speaker of the House of Representatives of the United States, President of the Senate of the United States, and Commissioner of Indian Affairs, with the request that they do all they can to secure the accomplishment of the object of this memorial, and this resolution shall take effect and be enforced from and after its passage.

B. F. SMALLWOOD,
Principal Chief, Choctaw Nation.

Then we come to the enrolling of the Choctaws and other Indians in Oklahoma, looking to the allotment of their lands and opening up of the surplus lands to white settlers.

The Dawes Commission went to Oklahoma in the early nineties, and in 1896 they started to make the roll, and without any specific request to do so they seemed to feel that it was a part of their duty to look after the Mississippi Choctaws. They made a report on January 28, 1898, which is the first report they made covering the Mississippi Choctaws. In that they said:

It follows, therefore, from this reasoning, as well as from the historical review already recited, and the nature of the title itself, as well as all stipulations concerning it in the treaties between the United States and the Choctaw Nation, that to avail himself of the "privileges of a Choctaw citizen" any person claiming to be a descendant of those Choctaws who were provided for in the fourteenth article of the treaty of 1830 must first show the fact that he is such descendant, and has in good faith joined his brethren in the Territory, with the intent to become one of the citizens of the nation. Having done so, such person has a right to be enrolled as a Choctaw citizen and to claim all the privileges of such a citizen, except to a share in the annuities. And that otherwise he can not claim as a right the "privilege of a Choctaw citizen."

To the claim, as thus defined, the Choctaw Nation has always acceded, and has manifested in many ways its willingness to take into its citizenship any one or all of the Mississippi Choctaws who would leave their residence and citizenship in that State and join in good faith their brethren in the Territory, with participation in all the privileges of such citizenship, save only a share in their annuities, for which an equivalent has been given in the grant of land and citizenship in Mississippi.

That lays down the rule which they should follow in enrolling Choctaw citizens, namely, only those who receive benefits under article 14 of the treaty of 1830 and who had removed.

THE CHAIRMAN. What is the date of the act?

MR. MILLER. This was a report of the Dawes Commission, January 28, 1898.

Following this elaborate report, which covered a great many matters in connection with the Five Civilized Tribes, the Curtis Act was framed and passed June 28, 1898. This contained two sections relating to the Mississippi Choctaws. They are as follows:

No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship. That relates to all Indians of all tribes: *Provided, however,* That nothing contained in this act shall be so construed as to militate against any right or privileges which Mississippi Choctaws may have under the laws or treaties of the United States.

In other words, there is a specific reservation in favor of the Mississippi Choctaws so far as the necessity of removal and settlement is concerned.

MR. WARBURTON. Does that refer also to the Choctaws in Louisiana? There are thousands of Choctaws there.

MR. MILLER. Yes, sir; it referred to those in Mississippi and Louisiana alike.

The next section reads as follows:

Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article 14 of the treaty between the United States and the Choctaw Nation, concluded September 27, 1830, and to that end they may administer oaths, examine witnesses, and perform all other acts necessary thereto and make report to the Secretary of the Interior.

There is the specific instruction to the Dawes Commission to proceed to enroll Mississippi Choctaws. As a result thereof they sent one of their members by the name of McKinnon into the territory east of the Mississippi, wherein reside these Choctaws. In the following year, 1899, Mr. McKinnon made his report, accompanied by rolls containing the names of 1,922 Choctaws whom he had identified as Indians who were descendants of those who had received or were entitled to receive benefits under the provisions of article 14 of the treaty of 1830.

Mr. BURKE. Mr. McKinnon was of the commission, was not he?

Mr. MILLER. Yes, sir.

Mr. FERRIS. He is in town here now.

Mr. MILLER. It might be only fair to say that the Dawes Commission, in determining these cases, except when otherwise specifically directed by act of Congress, has held that any Choctaw was entitled to the full rights of Choctaw citizenship who was a descendant of one who secured a patent of land under article 14, or who had an ancestor who had that right and was defrauded out of it by the action of Col. Ward.

Mr. CARTER. That left out the question of residence?

Mr. MILLER. I am not speaking of residence now; I am speaking of identity. Now, it will be noticed that under the Curtis Act there is no authority to enroll. The authority is to identify. So Mr. McKinnon's roll identified 1,922 Indians as being identified as Choctaws and entitled to citizenship, but without any authority to enroll and, of course, did not.

Mr. KONOP. They never were enrolled, these 1,922?

Mr. MILLER. Some of them were.

Mr. BURKE. If these 1,922 had moved over into the Choctaw Nation (West) within a certain time, they might have been enrolled, might not they?

Mr. MILLER. Yes, sir; probably would have been. A great many of them were, because they did remove some time after that.

Mr. FERRIS. Is not it true that a great many of them did? Did not that investigation disclose that a great many of them did and were enrolled?

Mr. MILLER. Yes, sir.

Mr. CARTER. Did you find out how many?

Mr. MILLER. I can find how many. They enrolled altogether 1,445 Mississippi Choctaws. In addition thereto, 198 new borns were enrolled under the act of March 3, 1905, and April 26, 1906, providing for enrollment of new borns. A part of these enrolled are also on the McKinnon roll. I have here the McKinnon roll, and by checking it can be ascertained how many were actually enrolled as Choctaws.

The CHAIRMAN. There was an appropriation made of \$20,000 by one of those acts for purpose of enabling the Mississippi Choctaws to cross the Mississippi River from Mississippi to Oklahoma?

Mr. MILLER. Yes, sir; 297 were removed before they exhausted the appropriation. The act of May 31, 1900, with further reference to this matter, states as follows:

That said commission shall continue to exercise all authority heretofore conferred on it by law. But it shall not receive, consider, or make any record of any application of any person for enrollment as a member of any tribe in Indian Territory who has not been a recognized citizen thereof and duly enrolled or admitted as such, and its refusal of such applications shall be final when approved by the Secretary of the Interior: *Provided*, That any Mississippi Choctaw duly identified as such by the United States Commission to the Five Civilized Tribes shall have the right at any time prior to the approval of the final rolls of the Choctaws and the Chickasaws by the Secretary of the Interior to make settlement within the Choctaw-Chickasaw country, and on proof of the fact of bona fide settlement may be enrolled by the said United States commission and by the Secretary of the Interior as Choctaws entitled to allotment: *Provided further*, That all contracts or agreements looking to the sale or incumbrance in any way of the lands to be allotted to said Mississippi Choctaws shall be null and void.

I call special attention to those acts as they show that the necessity of removal into this new country west was essential to enrollment or being recognized as entitled to the benefits of Choctaw citizenship.

Mr. SMITH. Before you get away from that point, have you the figures showing the number of applications to the Dawes Commission for identification by the United States, showing how many they refused to identify as Mississippi Choctaws?

Mr. MILLER. Yes, sir; I can give those exact figures. The report of the Commissioner to the Five Civilized Tribes in 1907, which was after the rolls were closed, shows that 24,634 persons applied to the Commission to the Five Civilized Tribes for identification. Of these 2,534 were identified and their names were placed upon schedules and forwarded to the Secretary of the Interior. As above stated, 1,445 only were really enrolled.

Mr. STEPHENS of Nebraska. There were 24,634 that applied?

Mr. MILLER. Yes, sir. Then we come to the last act of Congress that has any importance and particular bearing upon this matter. That is the act of 1902, which some of the committee have become very familiar with. That is what some call the McMurray Act. Article 41 provides as follows:

All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stat., 495), as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1830, may, at any time within six months after the date of their identification as Mississippi Choctaws by the said commission, make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such commission within one year after the date of the said identification as Mississippi Choctaws shall be enrolled by such commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to special provisions herein provided, as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior.

In other words, that provision says that to become enrolled they would have to remove, and they were given six months in which to do it after the date of their identification.

Then it goes on in this most remarkable language:

The application of no person for identification as a Mississippi Choctaw shall be received by said commission after six months subsequent to the date

of the final ratification of this agreement and in the disposition of such application all full-blood Mississippi Choctaw Indians, and the descendants of any Mississippi Choctaw Indians, whether of full blood or mixed blood, who received a patent to land under the said fourteenth article of the treaty of 1830, who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June 28, 1898, shall be deemed to be Mississippi Choctaws entitled to benefits under article 14 of the said treaty of September 27, 1830, and to identification as such by said commission, but this direction of provision shall be deemed to be only a rule of evidence and shall not be invoked by or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood, or who is not the descendant of a Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the rights of citizenship in the Choctaw Nation. All of said Mississippi Choctaws so enrolled by said commission shall be upon a separate roll.

The more often one reads that the greater wonder grows in his mind as to exactly what was intended. I read it, I think, 20 times before I could get it into my head exactly what I thought it meant.

Mr. FERRIS. Give us your interpretation of it.

Mr. MILLER. Well, to speak somewhat frankly, I think if a man stood on his head and looked cross-eyed at it he could get it first lick. To boil it down it means this: It means that any full-blood Choctaw, who can prove that he is a full-blood Choctaw, by that proof establishes his identity; that is, it is not necessary that he go back to trace his ancestry. It is not necessary that he show that he ever had an ancestor who was entitled to share in the benefits of article 14 of the treaty of 1830.

Mr. FERRIS. You mean that he proved that without going back into his ancestry?

Mr. MILLER. Yes, sir. Now, it may be pertinent to inquire how an Indian can prove he is a full blood without going back to his ancestry. But he would not have to trace his ancestry back to 1830. That is the first class. In the second class it provides that all mixed bloods who can prove that they are descendants from an ancestor who received, or were entitled to receive, patents under article 14 of the treaty of 1830, are entitled to identification as Mississippi Choctaws. In other words, the burden of proof of ancestry back to 1830 is put upon the mixed bloods and not upon the full bloods. It is only fair to say that in view of what has just been stated that it is not an entirely difficult matter to detect a full blood. One who is seven-eighths or a full blood looks very much different from one who is three-fourths, and by simply looking at the applicants they could come pretty close in determining a great many cases, but so far as I can make out, no Indian was ever enrolled under this section.

Now, that looks like a good piece of sweet, fresh meat. It looks like doing something for the benefit of those Indians, but it required that they make application within six months and remove to the Indian country. You might just as well tell me that I could have an allotment in the moon if I would go to it as to tell a great many of those Indians that they could have an allotment and benefit of citizenship in some land out in the West. In other words, it did not take into consideration, if it was designed to aid those Indians, their poverty, their ignorance, their superstition, and all the other elements that these Indians possess, and so it is not surprising that no Indians ever enrolled under this section so far as I can find.

Further provisions of the treaty of 1902, regarding Mississippi Choctaws, are as follows:

42. When any such Mississippi Choctaw shall have in good faith continuously resided upon the lands of the Choctaw and Chickasaw Nations for a period of three years, including his residence thereon before and after such enrollment, he shall, upon due proof of such continuous, bona fide residence, made in such manner and before such officer as may be designated by the Secretary of the Interior, receive a patent for his allotment, as provided in the Atoka agreement, and he shall hold the lands allotted to him as provided in this agreement for citizens of the Choctaw and Chickasaw Nations.

43. Applications for enrollment as Mississippi Choctaws and applications to have land set apart to them as such must be made personally before the Commission to the Five Civilized Tribes. Fathers may apply for their minor children; and if the father be dead, the mother may apply; husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney, in the discretion of said commission.

44. If within four years after such enrollment any such Mississippi Choctaw, or his heirs or representatives if he be dead, fails to make proof of such continuous bona fide residence for the period so prescribed, or up to the time of the death of such Mississippi Choctaw, in case of his death after enrollment, he, and his heirs and representatives if he be dead, shall be deemed to have acquired no interest in the lands set apart to him, and the same shall be sold at public auction for cash, under rules and regulations prescribed by the Secretary of the Interior, and the proceeds paid into the Treasury of the United States to the credit of the Choctaw and Chickasaw Tribes and distributed per capita with other funds of the tribes. Such lands shall not be sold for less than their appraised value. Upon payment of the full purchase price patent shall issue to the purchaser.

Mr. SMITH. A great many made application?

Mr. MILLER. A great many made application—enormous numbers of them—but I can not find that any of them were ever enrolled.

Mr. CARTER. I just wanted to ask if Mr. Miller thought some invitation had not been held open to the Mississippi Choctaws, as far, Mr. Miller, as your investigation goes?

Mr. MILLER. Yes; there is no question about it. I will say the Choctaw people west have acted in the most friendly and fraternal way.

Mr. CARTER. Now, then, was this six months' provision put in there so that there might be a time when the thing should end and the division of the property could become final? Don't you think that was the intention of the McMurray Act?

Mr. MILLER. I will say that that probably was the intent that appeared to this committee, in 1902, when it passed upon the provision favorably, but I will say further, if the committee had investigated the situation carefully it would have been convinced that to benefit the people it aimed to benefit it must have made an appropriation to take them where they had to go; but that appropriation was never made.

Mr. RUSSELL. Don't you understand that the act he is referring to there intended to cut out everybody who had not actually received a patent, or maybe their descendants?

Mr. MILLER. I think probably that was the intent of McMurray and the tribe.

In this connection it is proper to say that quite a number of Indians were identified under this section as Mississippi Choctaws, but the identifications came too late for them to remove or to get the benefit

of enrollment. There are 10 families, I think about 50 persons, involved. Of course their rights remain as they were when identified; they were and are entitled to enrollment, but not enrolled.

Now, to summarize on this matter of enrollment. Of course the Dawes Commission was discontinued in 1907 as to enrollment matters. There were something like over 24,000, all told, who made application and desired to submit proofs. Of that 24,000, 2,534 were identified in one way or another as entitled to the rights of Choctaw citizenship. Of that number 1,445 were actually enrolled, leaving about 1,100 who have been identified as entitled to the rights of Choctaw citizenship, but have never been enrolled, and for that reason have never received those benefits.

Mr. BURKE. And did not remove?

Mr. MILLER. Not all of them removed. Most of them did not. A few did.

Mr. KONOP. None of them removed?

Mr. MILLER. Yes; some of these 1,100 actually removed, and some when removed were ejected by officers of the Choctaws and Chickasaws because they were "interlopers." Some remained in the new country but were never enrolled. Others drifted away. I think Mr. Carter knows there are some Choctaws in Oklahoma belonging to this 1,100.

Mr. CARTER. I think there is a great deal in this six months' proposition just stated. For instance, they proposed that a man should be identified in six months, gave him six months to be identified in, and then required his residence within six months?

Mr. MILLER. Yes, sir.

Mr. CARTER. Now, then, a man might very easily be identified at the end of six months and still not be able to go to Oklahoma.

Mr. MILLER. Yes; exactly so; and I will say that by legal opinions here in the Department of Justice, which we have not gone into at all, by conflicting opinions from the Attorney General's office, some of these Indians were on and then they were off. The committee is familiar with the case of the Nichols family.

Now, to conclude, the question that we of the subcommittee were ourselves obliged to agree on, and did easily agree on, was that by the acts of the agent of the United States, Col. Ward, a serious injury and property damage was inflicted upon a large number of Choctaws who remained in Mississippi. They have never surrendered any claim, so far as I can disclose, that they had by reason of that injustice. They have never been compensated for that injury. They have received some benefits, such as would come from the acceptance of this scrip and from the enjoyment of the proceeds of the \$1.25 an acre. It is not clear just exactly who got this \$1.25 an acre, but apparently it was distributed among these Indians. Of course the amount they received was grossly inadequate compared with the injury that was done. There has been paid to the Choctaw Nation a very large sum of money, and in consideration of which the Choctaw Nation did become liable for the individual claims of these Mississippi Choctaws.

These provisions in the last 20 years requiring the Mississippi Choctaws to remove west in order to enjoy benefits were very largely just and fair to the Choctaws west, because the Indians ought to have gone there; they ought to have been there to have been enrolled.

to get land, etc., but they had no way of getting there, and I for one can not resist the conclusion that, as the United States Government was at fault in not providing some way to take them over, the Mississippi Choctaws have been damaged and should be compensated from some source. Congress did appropriate, as the chairman has suggested, \$20,000; but we appropriated \$200,000 the other day to take care of about 290 Indians.

Now, what could 4,500 Indians do with \$20,000? So it seems to us that there are a considerable number of Indians who are entitled to benefits of citizenship, yet we recognize that Choctaw citizenship at this hour does not mean anything.

Mr. KONOP. Have not they any money?

Mr. MILLER. They have plenty of money, but there is no such thing as a Choctaw Nation in the old sense of the term. They are citizens of the United States just the same as you and I are.

Mr. KONOP. They have got money to pay this?

Mr. MILLER. The Choctaws as a nation have some money and have valuable coal lands. But we must recognize a solemn treaty provision between the Choctaws and the United States. In the treaty of 1902, article 35 begins as follows:

35. No person whose name does not appear upon the rolls prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw Tribes, and those whose names appear thereon shall participate in the manner set forth in this agreement.

Now, I can finish in one or two more sentences. It is a grave question whether the Choctaw Nation alone is responsible and should be required to compensate, if anybody does compensate these Indians, for the injustice. I am not prepared to say here what I think about it, but it seems to us that the committee ought to be agreed that these Indians are on earth. They have been injured and they ought to have some relief, and the committee, then, should say what the relief should be; and, as a prerequisite to that, we are agreed that we should know who they are, how many they are, and where they are.

The Secretary of the Interior, in writing, states that there are records in his office now, or in the office of the Commissioner to the Five Civilized Tribes, they heretofore having received applications for 24,000, and taken testimony on them, covering practically all meritorious cases. They can probably make up a list that will include all who have the right and who ought to be included in the list of those to whom relief should be given.

Mr. CARTER. No doubt that would depend almost entirely upon whom the Secretary would refer it to, would it not, Mr. Miller?

Mr. MILLER. I do not know. I will say this to you, Mr. Carter: If this is left as it is, the Secretary of the Interior would submit a very small list; and the way we have drawn this is not to open it up, not to let every Tom, Dick, and Harry have an investigation, but to take it up and determine where the meritorious cases are and then——

Mr. BURKE. Would you examine the 24,000 cases that have been acted upon by the Dawes Commission?

Mr. MILLER. You understand, Mr. Burke, one single case may involve a thousand cases.

Mr. BURKE. I understand; but you said that something like 24,000 cases have been examined, and they have enrolled how many?

Mr. MILLER. 1445.

Mr. BURKE. Now, it is your suggestion that you propose to order the department to reexamine all the balance of the thousands of cases to see whether there are persons who have been identified that were not there that ought to have been there?

Mr. MILLER. I do not think the commission ought to reexamine the balance of these cases because——

Mr. BURKE. But you contemplate that they may examine?

Mr. MILLER. Yes, sir.

Mr. CARTER. That would depend upon who it was referred to. If it was referred to one man in the department, it would be limited to a small list; if referred to another, there would be more.

Mr. BURKE. Now, in your opinion, is there not a considerable number of persons in addition to those 20,000 or more that would probably have just as much merit in their cases as the 20,000 or so?

Mr. MILLER. I do not think so. I am very strongly of the opinion that Mr. McKinnon made a very conscientious and honest investigation of Mississippi and the surrounding country, though I do not suppose they got absolutely all of the cases. It would not be expected that a man should get every one, but I do believe that he got the great bulk of the meritorious cases. I have had the Secretary prepare me a list showing the Mississippi Choctaws who are enrolled. I have Mr. McKinnon's list whereon has been indicated those who were finally enrolled as citizens and those who were not.

Mr. BURKE. Mr. Davenport called my attention to the fact that he thinks Mr. Bixby went through there also making some enrollment.

Mr. MILLER. Yes; I would not restrict it to this one report.

The CHAIRMAN. We have had an attorney before us by the name of Nichols. I think he represented Brown. Was that case taken into consideration by the committee?

Mr. MILLER. That particular case was referred to a subcommittee, of which I was chairman, a year or two ago, and while we were agreed that the Nichols family should be enrolled, it was thought best to defer his case until the general enrollment question could be considered.

Mr. BURKE. He is a Choctaw who was not enrolled?

Mr. MILLER. Yes, sir; he is entitled to citizenship.

Mr. CARTER. He could apply, could not he, under this B class of yours?

Mr. MILLER. Under the B class; yes.

Mr. CARTER. In fact, could anybody be prevented from making application under it?

Mr. MILLER. That would depend upon just how the committee framed that passage. I will say, as I originally drew that, as I think the chairman of our subcommittee will remember, I suggested the phraseology be "now in his office or under his control." Then I thought that would perhaps not be fair, so I struck out the word "now."

Mr. CARTER. "Now" would limit it to 24,000, would it not?

Mr. MILLER. I can conceive that there will be more than 24,000.

Mr. CARTER. I saw in Mr. Harrison's interview that it will be about 50,000.

I want to ask Mr. Miller if he considered in his investigation the Jack Amos case. I notice that he did not mention anything about it.

Mr. MILLER. Yes; the Jack Amos case is a fair decision. I have no quarrel with it; but it hinges on the feature that the claimant should have been removed.

Mr. CARTER. The thing I wanted the record to show was that the Jack Amos case was taken up by the Dawes Commission as a Mississippi Choctaw case when they first came to Oklahoma, was appealed to the Federal court—the Dawes Commission having decided against it on the grounds of residence—was confirmed by the Federal court, and appealed from the Federal court on the grounds of jurisdiction to the United States Supreme Court, and the decision of the lower court was affirmed.

Mr. WAIBURTON. That was the original treaty, and there never has been any other treaty since that time. They have never rescinded their rights.

Mr. BURKE. Before we adjourn, I assume that Mr. Miller is reporting the results of this investigation made by this subcommittee, and I understand that the subcommittee concurred in what he has said, and he has made a very elaborate and, I think, convincing argument. Now, I think Mr. Carter, who is very familiar with this subject, ought to have an opportunity to examine the report of the subcommittee and the statement made by Mr. Miller, and that we hear Mr. Carter as to what he may have to say. I think before we discuss it, if we could get the other side of it we would have it printed.

The CHAIRMAN. Yes; but have it printed first.

Mr. HAYDEN. We have here the two governors of these tribes, who are very familiar with this, and likewise these tribal attorneys, who are familiar with it, and I think there are a lot of things that ought to be taken up in connection with it, and I think that Mr. Carter is sure they ought to be heard.

Mr. BURKE. I think, from what I have heard from Mr. Miller, that the subcommittee has handled this matter quite fully.

Mr. FERRIS. Of course; but, as I understand, they do not propose to recommend this particular bill. They merely gave us this information looking to the framing of some particular bill.

Mr. MILLER. I will say this: We do not believe that this bill should pass at all. In fact, this bill requires every applicant to identify himself as a descendant from an ancestor who received or was entitled to receive land under article 14, and yet the testimony of everybody who is familiar with the situation is that if we should require most of the full bloods to establish such ancestry it is something which they can not do.

Mr. BURKE. Mr. Miller, I would suggest that before the statement you made to-day is printed that you insert references to the Supreme Court decisions and the Court of Claims.

The CHAIRMAN. I would suggest that we have this all printed as hearing No. 11.

Mr. RUSSELL. I will come down during the day and dictate in substance the statement I made to the whole committee at our last meeting. There was no stenographer here then for that purpose.

Mr. SMITH. Then, will you have the time fixed for the statement?

The CHAIRMAN. We will get the statement from the Interior Department.

Thereupon, at 12.10 o'clock p. m., the committee adjourned.

Part Three

MEMORIAL OF THE CHOCTAW AND CHICKASAW NATIONS

RELATIVE TO THE

Rights of the Mississippi Choctaws

SUBMITTED FOR CONSIDERATION
IN CONNECTION WITH H. R. 19213



WASHINGTON
1913



MEMORIAL OF THE CHOCTAW AND CHICKASAW NATIONS

RELATIVE TO THE RIGHTS OF THE MISSISSIPPI CHOCTAWS, SUBMITTED FOR CONSIDERATION IN CONNECTION WITH HOUSE BILL 19213.

Any claim which the Mississippi Choctaw Indians may have to share in the lands and other property of the Choctaw Nation in the State of Oklahoma is based on the fourteenth article of the treaty of September 27, 1830, commonly known as the treaty of Dancing Rabbit Creek. In order to fully understand the history of this question it is necessary to start with the treaty of October 18, 1820, between the United States and the Choctaw Nation, under which the title of the Choctaws to their lands west of the Mississippi was acquired.

The purposes of this treaty are stated in the preamble, which is as follows:

Whereas it is an important object with the President of the United States to promote the civilization of the Choctaw Indians by the establishment of schools amongst them and to perpetuate them as a nation by exchanging for a small part of their land here a country beyond the Mississippi River, where all who live by hunting and will not work may be collected and settled together; and

Whereas it is desirable to the State of Mississippi to obtain a small part of the land belonging to said nation: For the mutual accommodation of the parties and for securing the happiness and protection of the whole Choctaw Nation, as well as preserving that harmony and friendship which so happily subsists between them and the United States, James Monroe, President of the United States of America, by Andrew Jackson, of the State of Tennessee, major general in the Army of the United States, and Gen. Thomas Hinds, of the State of Mississippi, commissioners plenipotentiary of the United States, on the one part, and the Mingoes, headmen and warriors of the Choctaw Nation, in full council assembled, on the other part, have freely and voluntarily entered into the following articles, viz: * * *. (7 Stat. L., 210.)

By article 1 of said treaty the Choctaw Nation ceded a portion of their land in the State of Mississippi, amounting to about 4,000,000 acres, to the United States, in the following words:

ARTICLE 1. To enable the President of the United States to carry into effect the above grand and humane objects the Mingoes, headmen and warriors of the Choctaw Nation, in full council assembled, in behalf of themselves and the said nation, do by these presents cede to the United States of America all the land lying and being within the boundaries following, to wit: * * *.

Here follows a description by metes and bounds of the ceded territory.

Article 2 of said treaty is as follows:

For and in consideration of the foregoing cession on the part of the Choctaw Nation, and in part satisfaction for the same, the commissioners of the United States, in behalf of said States, do hereby cede to said nation a tract of country

west of the Mississippi River situate between the Arkansas and Red Rivers, and bounded as follows: Beginning on the Arkansas River where the lower boundary line of the Cherokees strikes the same; thence up the Arkansas to the Canadian Fork, and up the same to its source; thence due south to the Red River; thence down Red River 3 miles below the mouth of Little River, which empties itself into Red River on the north side; thence a direct line to the beginning.

The land thereby acquired by the Choctaw Nation in exchange for the 4,000,000 acres of their land in the State of Mississippi embraced all of the land that the Choctaw Nation ever acquired west of the Mississippi River.

During the decade following the date of this treaty the Southeastern States were being rapidly settled by white persons, and it was determined by the authorities of the United States that it was desirable to effectuate the removal of all the Indians residing in that locality to a territory to be set apart to them west of the Mississippi River. The Choctaws by their treaty of 1820 had already acquired a large domain west of the river, and commissioners were sent to Mississippi to treat with them and to obtain, if possible, their removal to their lands west. Accordingly the treaty of September 27, 1830, was negotiated. On behalf of the United States John H. Eaton and John Coffee were appointed commissioners, and they were instructed to proceed to Mississippi for the purpose of entering into a treaty with the Choctaws. On the 18th day of September, 1830, the said commissioners met the chiefs and headmen of the Choctaws and delivered to them a "talk," as it is called in the journal of the commissioners. This talk was for the purpose of inducing the Indians to enter into negotiations with the commissioners, and as showing the representations made to the Indians will be here quoted. The material parts of it are as follows:

By direction of your great father we have come amongst you. It is not your lands we seek, but your happiness. If you remain you will be subject to the jurisdiction of courts, pay taxes, etc., and if you are satisfied that in such a condition you would be unhappy, then agree to remove beyond the Mississippi, where you will be able to live under your own laws. Record the votes of your headmen and let us know who is willing to move and who are opposed. In 1820, by a treaty, a fine country was given you for the use of your people. It was the understanding at that time that the Choctaws would remove. Ten years are passed and you are still here. If you prefer to live here, surrender the lands west or otherwise remove to them. Hereafter we will not treat with you. (21 C. Cls. Rep., p. 61.)

Even to the untutored mind of the Indian this language could not be misunderstood. There was presented the alternative of remaining in Mississippi, forfeiting the lands which they had acquired by solemn compact in the West, becoming subject to the white man's laws, to the jurisdiction of his courts and to taxation, or leaving their homes in Mississippi and removing to their territory in the West.

The Choctaws were surprised at the proposition and representations of the commissioners in regard to the forfeiture by them of their lands in the West if they did not remove to them, as no such condition had been placed in the treaty of 1820, and at first refused to treat with the commissioners of the United States. The commissioners thereupon threatened to withdraw and no longer treat with them, and a few days later the Choctaws, being fearful of the consequences of their refusal, presented certain proposals for a treaty of their own accord. They agreed that their people would

remove to their lands west of the Mississippi, but demanded that those who had improvements in Mississippi and were willing to remove should be granted certain reservations, the amount of the reserve being dependent upon the acreage under cultivation, and insisted that those who desired to remain should also be taken care of, with the understanding that they should become citizens of the State in which they resided and thereby subject to all the laws of said State. That part of their proposal bearing on this subject is as follows:

Also, such persons wishing to become citizens, and who are heads of families, shall be entitled, for himself or herself, to a section of land: and having lived upon and cultivated the same for six years after the ratification of this treaty, shall receive a grant in fee; the location shall be bounded by sectional lines and include his or her dwelling. (21 C. Cls. Rep., p. 63.)

The treaty was finally concluded on September 27, 1830, and the proposals of the Choctaws were in a measure adopted. Two classes of reservations were provided for by the treaty. Article 14, under which the Mississippi Choctaw claim arises, is as follows:

ART. 14. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age, and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity. (7 Stat. L., 335.)

This article provides for those who desired to remain and become citizens of the States. Article 19 provides for reservations to those who intended to remove and had improvements in Mississippi.

The treaty was not ratified until February 24, 1831, and on May 21, 1831, the War Department, then having charge of the Indian affairs, advised Col. Ward, Indian agent in Mississippi, to open a register of claims under the fourteenth article and another list for those Indians claiming under the nineteenth article. Ward advised the department on June 31, 1831, that he had opened such registers and was receiving the claims of the Indians.

The history of these transactions shows clearly that the authorities of the United States as well as the State authorities of Mississippi did all in their power to get the Indians to move and discouraged as much as possible registrations under the fourteenth article. The six months provided by the treaty within which the Indians could signify their intention to remove expired on August 24, 1831, and the records kept by Col. Ward show that comparatively few Indians were registered by him as being desirous of remaining in the State. It was afterwards charged, however, that the Indians had not been fairly dealt with, and that many of those who appeared before Ward for the purpose of registering under the fourteenth article were turned away without their names being listed. Accordingly, by acts of Congress approved March 3, 1837, and February 22, 1838 (see Appendix No. 1), commissioners were appointed for the purpose of proceeding

to Mississippi and investigating the complaints lodged against the conduct of Ward.

By the year 1838 a greater part of the Choctaw Tribe had removed west of the Mississippi River. In the report of the Commissioner of Indian Affairs dated December 1, 1836, it is stated that the whole number of Choctaw Indians in Mississippi at the date of the treaty of 1830 amounted to 18,500 persons, and he estimated that 15,000 of these had emigrated to Indian Territory at the date of his report. In the report of the Commissioner of Indian Affairs dated November 1, 1838, he shows that 177 Indians had emigrated since his report of 1836, making the total number who had removed to Indian Territory amount to 15,177 by November 1, 1838.

In the report of F. W. Armstrong, special agent, submitted in 1834, and found in American State Papers, volume 7, at page 139, the whole number of Choctaws in Mississippi in 1830 is given as 19,209. The commissioners who went to Mississippi under the acts of 1837 and 1838 reported that there were yet remaining in Mississippi on the 31st day of July, 1838, about 5,000 Choctaw Indians. So from these figures it is probable that the enumeration of Special Agent Armstrong is more nearly correct than that contained in the report of the Commissioner of Indian Affairs above referred to, and that in the year 1838 about 5,000 still remained in Mississippi.

In spite of the fact that so many Indians were still in Mississippi, and that probably many of them were fourteenth article claimants, patents were issued under the fourteenth article to only 143 heads of families. The total number of persons to whom patents were issued, including the children, amounted to 276. To afford relief to the large number of Indians who had been denied their rights under the fourteenth article, by act of Congress approved August 23, 1842 (5 Stat. L., 513), a new commission was appointed to proceed to Mississippi and adjudicate the claims of all Choctaw Indians who yet remained there and claimed that they had been deprived of their rights under the fourteenth article by reason of the arbitrary action of the agents of the United States. (See Appendix No. 2.)

The number of heads of families who established their rights under the act of 1842 is 1,155, the total number of persons whose claims were thus favorably adjudicated, including the children, amounted to about 4,000. In House of Representatives Document No. 898, Sixty-first Congress, second session, is given a list of the patentees under the fourteenth article and a list of those persons whose claims were favorably adjudicated under the act of August 23, 1842. This latter class, under the terms of the act referred to, were to receive scrip in lieu of the land to which they would have been entitled as fourteenth article beneficiaries. This scrip entitled the holder to take up unoccupied public domain in the States of Mississippi, Arkansas, Alabama, and Louisiana equal in quantity to the amount of land the holder thereof would have been entitled to under the fourteenth article, not exceeding one half of the same to be issued to the claimant in Mississippi and the other half to be issued upon his removal west of the Mississippi River. Many of the Indians still remaining in Mississippi, as shown by the report of the commissioner in 1838, emigrated to the Choctaw Nation west between that year and the year 1855. There are on file in the office of the Commissioner of Indian Affairs muster rolls of emigrating Choctaws which show that during

the period stated—that is, from 1838 to 1855—more than 3,400 Choctaws removed to the Indian Territory. It will thus be seen that, taking the figures of the Commissioner of Indian Affairs to the effect that 15,000 Choctaws had emigrated prior to 1836, the total number of Choctaws who were in Indian Territory at the date of the treaty of 1855 was over 18,500, leaving in Mississippi not more than 1,000 of the original members of the nation.

The first half of the scrip was delivered to those persons found entitled thereto under the act of 1842, or to their representatives, within a few years after the adjudication of their claims. However, by act of Congress of March 3, 1845 (5 Stat. L., 777), it was provided that the balance of the scrip, being the second half of the payment, should not be paid to the Indians, but that it should be capitalized at \$1.25 per acre and the interest accruing thereon, at the rate of 5 per cent per annum, should be paid to the Indians or their representatives. This was done, and no change took place in the law until July 21, 1852, when by act of Congress approved that day (10 Stat. L., p. 19) it was provided that the amount yet due these Indians in scrip under the original act should be paid to them in money instead of scrip, and the sum of \$872,000, which was the value of the scrip undelivered, by estimating the land at \$1.25 per acre, should be paid to the Choctaws in cash. (See Appendix No. 3.)

It has been intimated in the arguments submitted on this bill that this money did not reach the hands of the persons for whom it was intended, but that it was paid out to the Choctaw Nation in Indian Territory. The records relative to this payment are easy of access. They are found in the office of the Commissioner of Indian Affairs and the Auditor for the Interior Department, and show that the sum of \$872,000 was delivered by the Government to Philip H. Raiford, Indian agent, under date of September 11, 1852. Agent Raiford, in the month of November, 1852, turned this money over to Indian Agent John Drennen, and in the same month Drennen turned the money over, by requisition, to William Wilson, Indian agent, who paid out the greater part of same to the persons entitled thereto under the award made by the commission appointed under the act of 1842. Wilson's accounts are a matter of record in the auditor's office and show that prior to June 4, 1853, he paid out of this money to individual claimants, under article 14, \$686,300 principal and \$36,530.63 interest. This money was paid to 2,983 persons, whose names appear on his pay roll.

Wilson turned over the balance of the money in his hands to Douglas H. Cooper, agent to the Choctaws, in June, 1853, and Cooper's accounts on file in the same place show that by August, 1854, he had paid out \$59,533.94 of this money to 300 individual claimants. The accounts of Cooper for the last two quarters of 1854 and the first quarter of 1855 can not be found, but it is presumed the balance of this money was paid out to individual claimants in the same manner.

It is impracticable in this brief to give a list of all the persons to whom this money was paid. However, it can be stated that we have compared a number of the names on these pay rolls with the list of scripees and find that the persons to whom this money was paid are persons whom the commission of 1842 found entitled to scrip under the terms of said act, they being fourteenth-article beneficiaries or their descendants.

There was probably very little emigration from Mississippi to Indian Territory from 1855 until after the Civil War. However, a study of the Choctaw law books will show that there was a continuous emigration of small parties from Mississippi and Louisiana to Indian Territory from 1866 until the Government of the United States took over the affairs of the Choctaw Nation and prohibited the nation from any further admissions to citizenship. These books contain numerous acts admitting to full rights and privileges of citizenship persons emigrating from Mississippi to Indian Territory during these years. A few of these acts are hereto appended, which will show that they have not only received the emigrating Choctaws into full rights of citizenship, but in many cases appropriated money out of their national funds to pay the expenses of their emigration and to assist them in subsisting in the nation until they could become self-supporting. (See Appendix No. 4.)

On at least one occasion, in the year 1889, the Choctaw Council memorialized Congress to assist in the emigration of the Choctaws in the States of Mississippi and Louisiana to the Choctaw Nation, and on another occasion, in the year 1891, by act of the Choctaw Council a commission was appointed to proceed to Mississippi and take what steps seemed advisable in order to obtain the affiliation of the Eastern Choctaws with the main body of the tribe in the West and the emigration of the former to Indian Territory. A large number of such Indians were emigrated by reason of the activities of the commission.

This is the history, in brief, of the Mississippi Choctaws up until 1896, when the United States took charge of the enrollment affairs of the Choctaw and Chickasaw Nations and undertook to allot their lands in severalty.

That the Choctaw Indians who had voluntarily separated themselves from the tribal government and citizenship were not entitled to share in that government or the distribution of the tribal property while residing outside of the jurisdiction of the Nation seems never to have been questioned until within recent years. An examination of the provisions of the treaty of 1830, and the history relative to the making of that treaty, shows conclusively that the principal object of the treaty was the removal of the Choctaw Indians from Mississippi to their lands in the West. In the treaty of 1820, under which the Choctaws acquired title to their western domain, there was no limitation imposed requiring them to live upon the land. In spite of this fact, such a limitation was placed in the treaty of 1830, and they were compelled to agree to remove beyond the Mississippi as early as practicable after the ratification of said treaty. These provisions contained in the treaty are as follows:

ARTICLE 2. The United States, under a grant specially to be made by the President of the United States, shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it.

Here follows a description of a part of the land ceded by the treaty of 1820.

Article 3 of said treaty is as follows:

In consideration of the provisions contained in the several articles of this treaty, the Choctaw Nation of Indians consent and hereby cede to the United States the entire country they own and possess east of the Mississippi River;

and they agree to remove beyond the Mississippi River early as practicable, and will so arrange their removal that as many as possible of their people, not exceeding one-half of the whole number, shall depart during the falls of 1831 and 1832, the residue to follow during the succeeding fall of 1833; a better opportunity in this manner will be afforded the Government to extend to them the facilities and comforts which it is desirable should be extended in conveying them to their new homes.

This enforced removal of the Choctaws as a nation to the West was not agreed to by them until article 14 was placed in the treaty, which permitted Choctaw Indians who desired to renounce their Choctaw citizenship to remain in the States and become citizens thereof. That this was the purpose of the fourteenth article is shown by all of the available records bearing upon the drawing up of this treaty. The Choctaws themselves proposed this provision, and it was incorporated in the treaty for the express purpose of permitting Choctaw Indians who desired to do so to become citizens of the States and as such to have a reservation of land set apart to them in the State of Mississippi.

The only part of that article which is in any way subject to dispute is the last sentence thereof.

The Indians had been threatened by the commissioners of the United States with the forfeiture of their lands in the West which they had bought and paid for unless they speedily removed thereto and took up their homes thereon. They were told that if they remained in Mississippi they would be subjected to the jurisdiction of the government of the State, and that their lands and other property would be taxed. There is no doubt but that those who elected to remain knew they were renouncing their Choctaw citizenship and were becoming citizens of the State in which they took up their residence. The last sentence of said article, therefore, was inserted with the idea that those who remained in the States and took up their citizenship therein would be guaranteed the privilege of removing to their nation if conditions became too harsh for them in the States, and upon such removal were to be entitled to all the privileges of a Choctaw citizen, except the right to share in the annuities.

This construction is well set forth in the decision rendered in the United States court for the central district of Indian Territory in the year 1897, in the case of *Jack Amos et al. v. The Choctaw Nation*. (See report of Commission to the Five Civilized Tribes of June 30, 1899, p. 92.) In discussing this provision the court states as follows:

In the third article of the treaty the Choctaws agreed to move all of their people within three years, and the United States intended that they should go. But, by the fourteenth article of the treaty, provisions were made whereby those who should decide to remain and become citizens of the State of Mississippi, in the event that, because of the intolerance and persecutions of the whites which they themselves had so bitterly experienced, or for any other cause, they might become dissatisfied with their altered conditions and their new citizenship and desire to follow them to their new homes, and thereafter exercise with them in their own country the privileges of citizenship, they could do so, except that they were not to participate with them in their annuities, the lands which they were to receive in Mississippi being deemed a compensation for that.

When the fourteenth article of the treaty was framed the negotiating parties understood that the policy of the United States was that the Choctaws were to be removed. The Choctaws, in article 3, had just agreed that they should all go. The ink was not yet dry in article 2, whereby the condition was placed in this grant to the lands that they were to live upon them or they should be forfeited, and that no privilege of citizenship could be conferred or enjoyed

outside of the territorial jurisdiction of their newly located nation. Under standing these conditions, the latter clause of article 14 was penned:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove—that is, if they ever place themselves on the land and within the jurisdiction of the nation whereby those privileges may become operative—are not to be entitled to any portion of the Choctaw annuity."

In other words, if they ever remove, they are to enjoy all of the privileges of a Choctaw citizen except that of participating in their annuities. If this be not the meaning to be attached to the word "remove" as used in the clause of the treaty under consideration, it must be meaningless. But in the interpretation of statutes it is the duty of the court to so interpret them as to give to every word a meaning, and in doing so it must take into consideration the whole statute, its objects and purposes, the rights which are intended to be enforced, and the evils intended to be remedied; it may go to the history of the transaction about which the legislation is had and call to its aid all legitimate facts proven or of which the courts will take judicial notice in order to find the true meaning of the word as used in the statute. Of course, the same rule of interpretation applies to treaties. Adopting these rules in the interpretation of article 14 of the treaty of 1830, I arrive at the conclusion that the "privilege of a Choctaw citizen" therein reserved to those Choctaws who shall remain, thereby separating themselves, it may be forever, from their brethren and their nation, becoming citizens of another sovereignty and aliens of their own, situated so that it would be impossible, while in Mississippi, to receive or enjoy any of the rights of Choctaw citizenship, was the right to renounce his allegiance to the Commonwealth of Mississippi, move upon the lands conveyed to him and his people, and there, the only spot on earth where he could do so, renew his relations with his people and enjoy all of the privileges of a Choctaw citizen except to participate in the annuities.

As an evidence that the Choctaw people themselves took this view of the question, attention is called to the fact that their council has passed many acts and resolutions inviting these absent Choctaws to move into their country, and on one occasion appropriated a considerable sum of money to assist them on their journey; and, until the past two or three years, have always promptly placed those who did return on the rolls of citizenship, but never enrolled an absent Choctaw as a citizen.

That this is the intent and meaning of article 14 is further indicated by the treaty of 1866, entered into between the United States and the Choctaw and Chickasaw Nations. Under this treaty a scheme was provided for the allotment of the lands belonging to these two nations in severalty to the members thereof. The lands were first to be surveyed, and thereafter a specified time was given for the citizens to select their allotment so as to include their improvements. Notice of the rights of the citizens was to be given wide publicity, and by article 13 of said treaty it is provided:

The notice required in the above article shall be given not only in the Choctaw and Chickasaw Nations but by publication in newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw Nations may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be permitted to select for himself or herself or others, as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention, or the intention of the party for whom selection is to be made, to become bona fide resident in the said nation within five years from the time of selection; and should the said absentee fail to remove into said nation and occupy and commence an improvement on the land selected within the time aforesaid the said selection shall be canceled and the land shall thereafter be discharged from all claim on account thereof.

The patent evidencing the title of the Choctaws to their western lands was executed by the President on March 23, 1842, and in this patent the same limitations found in the treaty of 1830 were inserted,

providing for a possibility of reversion in the United States. This provision in the patent is as follows:

That the United States of America, in consideration of the premises and in execution of the agreement and stipulation in the aforesaid treaty, have given and granted and by these presents do give and grant unto the said Choctaw Nation the aforesaid "tract of country west of the Mississippi," to have and to hold the same, with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, as intended "to be conveyed" by the aforesaid article, "in fee simple to them and their descendants, to inure them, while they shall exist as a nation and live on it," liable to no transfer or alienations, except to the United States or with their consent.

This constitutes a base or determinable fee, and it is inconsistent with the manner in which the title to this land was held that the Indians who renounced their Choctaw citizenship and refused to continue their identification with the nation and share the responsibilities and burdens of citizenship should be entitled to share in its benefits. No one has ever objected to the Absentee Choctaws reidentifying themselves with the nation and being readmitted to the benefits of citizenship, and, on the other hand, they have been requested and urged to return to the fold on every occasion. But objection has been raised to the extension of these benefits to them while they remain apart from the nation.

A somewhat analogous question was decided by the Supreme Court in the case of the Eastern Band of Cherokees *v.* The United States (117 U. S., 288). This case had to do with the rights of the Absentee or Eastern Band of Cherokees to share in the distribution of the property and funds of the Cherokee Nation in Indian Territory. The court, after reviewing the treaties relating to the same, concluded by saying:

If Indians in that State (North Carolina), or in any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation, and be readmitted to citizenship as there provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation. Those funds and that property were dedicated by the constitution of the Cherokees and were intended by the treaties with the United States for the benefit of the united nation, and not in any respect for those who had separated from it and become aliens to their nation. We can see no just ground on which the claim of the petitioners can rest in either of the funds held by the United States in trust for the Cherokee Nation.

It may be said that in the Cherokee treaties there is no provision similar to the last sentence of the fourteenth article of the treaty of 1830. It is true there is no provision exactly similar to this clause, but if the construction which we believe is the proper construction to be given to this clause is adopted, that fact does not in any way destroy the similarity between the cases of the Absentee Cherokees and the Absentee Choctaws, for the real intention of the last clause of the fourteenth article was undoubtedly to guarantee to the absent Choctaws that if they ever desired to move, upon doing so, they would be entitled to all the privileges of a Choctaw citizen except a share of the annuities. This has been the meaning given to this treaty by every court or tribunal which has ever passed upon it.

In the case of Jack Amos et al. v. The Choctaw Nation, supra, the court further says:

I am disposed to the opinion, however, and will so hold, that the descendants of the Mississippi Choctaws by virtue of the fourteenth article of the treaty of 1830 are entitled to all of the rights of Choctaw citizenship, with all of the privileges and property rights incident thereto, provided they have renounced their allegiance to the sovereignty of Mississippi by moving into the Choctaw Nation in good faith to live upon their lands, renewing their allegiance to that nation, and putting themselves in an attitude whereby they will be able to share in the burdens of their government. The reason for this conclusion is, to my mind, made morally certain when it is remembered that ever since the treaty of 1830, now for the period for nearly 67 years, with the exception of the past two or three years, the Choctaw Nation by its legislative enactments and by its acts so long continued that by custom they have become crystallized into law have universally admitted all who should remove to this country and rehabilitate them in all of the rights and privileges of citizenship enjoyed by themselves.

In the arguments recently made on this question a resolution of the Choctaw Council has been referred to, and an attempt has been made to draw the inference therefrom that the Choctaw Nation officially recognized that the Choctaws in the States of Mississippi and Louisiana were entitled to all the rights and privileges of citizenship without removal.

This resolution was passed on December 24, 1889, and is as follows:

Whereas there are large numbers of Choctaws yet in the States of Mississippi and Louisiana who are entitled to all the rights and privileges of citizenship in the Choctaw Nation; and

Whereas they are denied all rights of citizenship in said States; and

Whereas they are too poor to immigrate themselves into the Choctaw Nation: Therefore

Be it resolved by the General Council of the Choctaw Nation assembled, That the United States Government is hereby requested to make provisions for the emigration of said Choctaws from said States to the Choctaw Nation, etc.

If, however, this resolution is analyzed, it will be seen that it bears out exactly the contention made by us on this proposition, to wit, that these Indians were guaranteed the rights and privileges of Choctaw citizenship provided they removed to the Choctaw Nation. The language used is not that these Absentee Choctaws are entitled to the rights and privileges of citizenship as Choctaws in the States named, but that they are entitled to those rights in the Choctaw Nation, and the evident intention of the Choctaw authorities was that the United States should assist these absentee Indians in acquiring their rights by their removal to the Choctaw Nation. The meaning of this resolution, to paraphrase its language, is this:

Whereas there are a large number of Choctaws in the States of Mississippi and Louisiana who, although electing to become citizens of those States, are denied all rights of citizenship in said States, and

Whereas they are entitled to the rights and privileges of citizenship by removing to and identifying themselves with the Choctaw Nation, and

Whereas they are too poor to immigrate themselves into the Choctaw Nation, therefore be it resolved, etc.

This construction is borne out by the fact that every Mississippi Choctaw who emigrated into the Choctaw Nation after its passage was required to make formal application to the council and be admitted to citizenship before he was allowed to participate in the

government of the nation or share in any of the benefits of citizenship. If he was already a citizen, why was this requirement made?

Another argument which is used in favor of this legislation is that the Choctaw Nation by its proper authorities executed and delivered to the United States an agreement to the effect that the payment of the \$872,000, to take up the second half of the scrip due to fourteenth article claimants under the act of August 23, 1842, would be received as a final payment and satisfaction of said awards, and that by such agreement the Choctaw Nation became responsible to the claimants for the settlement of their individual claims. This act of the Choctaw Council, which was passed on November 6, 1852, is as follows:

Whereas by an act of Congress entitled "An act to supply deficiencies in the appropriations for the service of the fiscal year ending the 30th day of June, 1852," all payments of interest in the amount awarded Choctaw claimants under the fourteenth article of the treaty of Dancing Rabbit Creek for lands on which they resided, but which it is impossible to give them, shall cease, and that the Secretary of the Interior be directed to pay said claimants the amount of the principal awards in each case, respectively, and that an amount necessary for this purpose be appropriated not exceeding the sum of \$872,000; and that final payment and satisfaction of said awards shall be first ratified and approved as a final release of all claims of such parties under the fourteenth article of said treaty by the proper national authority of the Choctaws in such form as shall be prescribed by the Secretary of the Interior: Now be it known that the said General Council of the Choctaw Nation do hereby ratify and approve the final payment and satisfaction of said awards agreeably to the provisions of the act aforesaid as a final release of the claims of such parties under the fourteenth article of said treaty.

A. NAIL, *Speaker*.

November 6, 1852, passed in the senate.

Approved:

D. MCCOY, *President*.
GEORGE W. HARKINS.
GEORGE FOLSOM.

This act was passed by the Choctaw Council to comply with the proviso contained in the act of July 21, 1852, whereby this money was appropriated. This proviso is as follows:

That the final payment and satisfaction of said awards shall be first ratified and approved as a final release of all claims of such parties under the fourteenth article of said treaty by the proper national authority of the Choctaws in such form as shall be prescribed by the Secretary of the Interior.

The only national or tribal government of the Choctaw Indians at that time was the government in the Choctaw Nation west of the Mississippi, and this government was the only government to enter into such an agreement with the United States. This action, therefore, was taken by the Choctaw authorities in pursuance of said act of Congress, and evidently in form as "prescribed by the Secretary of the Interior."

It has heretofore been shown, however, that the money here appropriated was not paid to the Choctaw Nation, but was paid to the individual claimants under the act of 1842 by an officer of the United States Government. Surely the Choctaw Nation can not be held accountable for this payment, since they had no hand in making it, nor was it possible for them to bind by this or any other agreement anyone but their own citizens. It would naturally be presumed that the United States, whose authorities made the payment, would see

that the Mississippi Choctaws, who were not subject to the jurisdiction of the Choctaw Nation, but were citizens of the United States and the State in which they resided, were protected in this payment.

Even though the Choctaw Nation did by this act release the United States from the claims of the Mississippi Choctaw Indians under the fourteenth article of the treaty of 1830, this fact (which we do not admit) would not have any bearing upon the question under discussion. In determining this question, let us see just what claims were covered by the payment of the \$872,000 provided for by the act of July 21, 1852. It was to take up the claims of those persons whose rights had been favorably adjudicated by the act of August 23, 1842. The purpose of this latter act was to adjudicate the claims of Indians to reservations of land in Mississippi under the fourteenth and nineteenth articles of the treaty of 1830. For some reason no nineteenth-article claims were considered by the commission appointed under said act, and the only claims which were received and considered were those arising under the fourteenth article. This commission, as has heretofore been shown, received and favorably adjudicated the claims of over 4,000 persons to reservations in the State of Mississippi. Scrip was issued to these persons, which permitted the taking up of any public domain in the States of Alabama, Mississippi, Louisiana, and Arkansas equal to half of the land to which claimant would have been entitled under the fourteenth article. The \$872,000 was appropriated to reimburse the claimants for the second half of the scrip, which had never been issued. Thus, if the Choctaw Nation had assumed the liabilities of the United States in favor of the fourteenth-article claimants, it was only a guaranty to the United States that the claimants would receive the second half of the payment of scrip in money instead of land, and in no manner changed the relation of the Mississippi Choctaw Indians to the Choctaw Nation in respect to the domain of the Choctaws in the West.

This \$872,000 was not paid out by the United States to the whole body of Choctaws, but was paid out to those individuals or their heirs or representatives who had received a favorable adjudication of their claims by the commission appointed under the act of 1842.

A careful reading of the act of the Choctaw Council of November 6, 1852, will show that all the Nation agreed to by said act was to—

ratify and approve the final payment and satisfaction of said awards agreeably to the provisions of the act aforesaid (act of July 21, 1852) as a final release of the claims of such parties under the fourteenth article of said treaty.

If any of the claimants were not paid their share of the \$872,000 the Choctaw Nation in no way assumed liability therefor. The fund was in the hands of the United States for disbursement, and all that the Choctaw Nation agreed to was that the final payment and satisfaction of said awards would act as a release of the claims of such parties.

But the Supreme Court of the United States has passed upon the effect of this release of the Choctaw Nation in the case of the *Choctaw Nation v. United States* (119 U. S., 30), wherein it says:

That act of Congress, it is true, declares that the final payment and satisfaction of the sum thereby appropriated and paid should, when ratified and approved by the proper national authority of the Choctaws, operate as a final release of all claims of those to whom such payments are made under the fourteenth article of the treaty of September 27, 1830. But whether that pay-

ment was a just and fair extinguishment of those claims, according to the terms of that treaty, was one of the very questions in dispute. And it is not unreasonable to contend, as it is contended on behalf of the Choctaw Nation, that the effect of that release should be considered in view of the circumstance under which it was executed and in reference to which the Court of Claims has found, in the sixteenth finding, that "the claimants under the fourteenth article, the said Choctaw heads of families and their children, were reduced to a helpless condition of want, which rendered it practically impossible for them to contend with the United States in their requirement that the said Choctaw heads of families should accept and receive the scrip provided to be issued to them in lieu of the reservations by the act of 1842; and the said scrip and the money paid to redeem the same were taken and accepted because they were powerless to enforce any demands against or impose any conditions upon the United States."

It is also contended that many of the claims of individual Indians under the fourteenth article of the treaty of 1830 entered into the so-called "net-proceeds" claims, and that the money obtained to satisfy the judgment rendered in that case was paid to the Choctaw Nation and not to the individual claimants.

Let us examine the history of this case briefly: It is an undisputed fact that the United States Government did not perform the obligations assumed by it under the terms of the treaty of 1830. By the treaty of 1855, which was entered into between the United States and the Choctaw and Chickasaw Nations, provision was made for the submission of the claims of the Choctaws against the United States, arising out of the treaty provisions, to the Senate of the United States as a court to arbitrate and determine what amount, if any, was due to the Indians. This provision is contained in article 11 of said treaty, and is as follows:

The Government of the United States, not being prepared to assent to the claim set up under the treaty of September 27, 1830, and so earnestly contended for by the Choctaws as a rule of settlement, but justly appreciating the sacrifices, faithful services, and general conduct of the Choctaw people, and being desirous that their rights and claims against the United States shall receive a just, fair, and liberal consideration; it is therefore stipulated that the following questions be submitted for adjudication to the Senate of the United States:

First. Whether the Choctaws are entitled to or shall be allowed the proceeds of the sale of the lands ceded by them to the United States by the treaty of September 27, 1830, deducting therefrom the cost of their survey and sale, and all just and proper expenditures and payments under the provisions of said treaty; and, if so, what price per acre shall be allowed to the Choctaws to the lands remaining unsold, in order that a final settlement with them may be promptly effected; or

Second. Whether the Choctaws shall be allowed a gross sum in further and full satisfaction of all their claims, national and individual, against the United States; and, if so, how much.

By article 12 of said treaty it was provided that in case an award was made by the Senate to the Choctaws the same would be received by them in full satisfaction of all their claims against the United States, whether national or individual, arising under any former treaty, the Choctaws thereupon agreeing to become liable to pay all individual claims as might be adjudged by the proper authorities of the tribe to be equitable and just.

The claims provided for by this provision of the treaty of 1855 must not be confused with the claims provided for by the act of Congress July 21, 1852. There were many unsettled points of dispute between the Choctaws and the United States at the time of the ratification of the treaty of 1855, involving claims arising under several old treaties, including the treaty of 1830. These disputes were to be

settled by this provision of the treaty of 1855. The claims arising under the act of July 21, 1852, had their basis in the awards made by the commission acting under the act of Congress of August 23, 1842, and the \$872,000 appropriated by said act was for the payment to claimants of the second half of the scrip found due by said commission.

The conclusion reached by the Senate is contained in a resolution of March 9, 1859, providing that the Choctaws should be allowed the proceeds of the sale of their lands in Mississippi disposed of prior to January 1, 1859, deducting therefrom all proper expenditures for costs of the survey and sale of the same, deducting reservations and estimating scrip at \$1.25 per acre and allowing them 12½ cents per acre for the residue unsold. The Secretary of the Interior was asked to cause an account to be stated under this award and report same to Congress.

On May 8, 1860, the Secretary reported the amount due the Choctaws under this award to be \$2,981,247.30. The sum of \$250,000 is all that was ever paid under this award, and the Civil War breaking out soon after it was made no more money was appropriated to pay the same, probably by reason of the unsettled condition of the country at that time. Several years having elapsed and no settlement having been effected, the matter was by act of Congress approved March 3, 1881, referred to the Court of Claims for determination. This act is as follows:

AN ACT For the ascertainment of the amount due the Choctaw Nation.

Whereas the Choctaw Nation, for itself and on behalf of individual members thereof, makes claim against the United States on account of various treaty provisions which it is alleged have not been complied with: Therefore

Be it enacted by the Senate and the House of Representatives of the United States of America in Congress assembled, That the Court of Claims is hereby authorized to take jurisdiction of and try all questions of differences arising out of treaty stipulations with the Choctaw Nation and to render judgment thereon; power is hereby granted the said court to review the entire question of differences de novo, and it shall not be estopped by any action had or award made by the Senate of the United States in pursuance of the treaty of 1855; and the Attorney General is hereby directed to appear in behalf of the Government; and if said court shall decide against the United States the Attorney General shall, within 30 days from the rendition of judgment, appeal the cause to the Supreme Court of the United States; and from any judgment that may be rendered the said Choctaw Nation may also appeal to said Supreme Court: *Provided*, The appeal of the said Choctaw Nation shall be taken within 60 days after the rendition of said judgment, and the said courts shall give such cause precedence.

SEC. 2. Said action shall be commenced by a petition stating the facts on which said nation claims to recover and the amount of its claim; and said petition may be verified by either of the authorized delegates of said nation as to the existence of such facts, and no other statements need be contained in said petition or verification.

The Court of Claims, after a full and voluminous record had been presented in the case, decided that under the peculiar provisions of the act giving them jurisdiction—

The sanctity of the adjudication of the Senate has been destroyed by the law of our jurisdiction, and that the parties are remitted to their legal rights as they exist unaffected by the action of the Senate—

and they proceeded to a trial of the claims de novo and found that the amount due the Choctaw Indians amounted to \$658,120.32.

In this award the right of the Choctaws to the net proceeds derived from the sale of their lands in the State of Mississippi was denied, but there was included for claimants under the fourteenth article of the treaty of 1830, \$417,656, which represented the claims of 191 families whose rights were defeated under the provisions of the act of 1842, and who the court held were entitled to 225,760 acres of land. These 191 claims were denied under the act of 1842 by reason of the peculiar wording of the act, requiring the claimant to have had improvements in the Choctaw Nation in Mississippi on September 27, 1830, and to have resided upon the land covered by the same for five years thereafter. This case is reported in volume 21, Court of Claims report, page 59.

An appeal was taken from this judgment by both parties to the Supreme Court of the United States, and it was there determined that the amount due the Choctaw Indians was \$2,858,798.62. The Supreme Court arrived at this judgment by going back to the award of the Senate made under the treaty of 1855, and in rendering its decision uses the following language, which will show how the amount of the award was arrived at by the Secretary of the Interior, who stated the account for the Senate under Senate resolution of March 9, 1859, to wit:

The Secretary of the Interior found to be due the Choctaw Nation, in his statement of account in conformity with the resolutions and decision of the Senate under the treaty of 1855, the sum of \$2,981,247.30. This balance was reached by crediting them with the proceeds of the sales of the lands ceded by them under the treaty of September 27, 1830, made up to January 1, 1859, adding for the unsold residue of said lands their estimated value at 12½ cents per acre, amounting to \$8,078,614.80 in the aggregate. Against this deductions were charged as follows: First, the cost of the survey and sale of the lands at 10 cents an acre; and, second, payments and expenditures under the treaty; the whole amounting to \$5,097,367.50, resulting in the balance above stated. * * * The result, therefore, is to establish the balance found by the Secretary of the Interior as the true amount due, ascertained according to the principle adjudged by the Senate in its award, and which we have declared to be the equitable rule of settlement between the parties. From this is to be deducted the payment of \$250,000 made under the act of March 2, 1861.

There was added to this amount \$59,449.32 for unpaid annuities and \$68,102 for lands taken in fixing the boundary between the State of Arkansas and the Choctaw Nation, making the total amount of the award of the Supreme Court amount to \$2,858,798.62, and to this there was added the sum of \$219,696.71 interest which had accrued from the time of the rendition of the judgment up until the appropriation was made by Congress for the payment of the same.

From an examination of the decision of the Supreme Court on this case, it does not appear that a single individual claim of a fourteenth article beneficiary entered into or was adjudicated in this case.

Under the provisions of the treaty of 1855 this award was to be paid by the United States in full satisfaction for all claims, individual and national, arising under the treaties between the United States and the Choctaw Nation. The amount appropriated to pay this award was turned over to the Choctaw tribal authorities and distributed under their direction by an official of the United States Government.

A reference to the laws of the Choctaw Nation will show that every effort was made by the tribal authorities to ascertain who were

entitled to share in said award and ample opportunity was given the individual claimants to appear and assert their rights. By act of the Choctaw Council, approved October 31, 1859, which was a short time after the award was made by the Senate, a court of claims was established to hear and determine the claims of all persons to share in this award. This court was organized and held regular sessions, but its sittings were discontinued by the breaking out of the Civil War. Thereafter, under act of the general council of the Choctaw Nation, approved in 1872 and 1875, the court was reestablished and machinery was provided for the adjudication of all individual claims. This court heard and allowed claims of this character to the amount of \$825,000, and by act of the Choctaw Council of November 6, 1888, provision was made for the payment of these claims. The acts of October 21, 1859, and of November 6, 1888, are hereto attached, marked Appendix No. 5. A copy of the acts of 1872 and 1875 can not be obtained, but their purport is shown by reference thereto in the act of 1888.

It will thus be seen that the Choctaw Nation in receiving this money and undertaking to settle all claims arising under the treaty of 1830 and properly chargeable against the moneys received from said award, made every effort to ascertain to whom the award was due, and paid out the money to the original claimants or their heirs or representatives, if they were dead, under the supervision of the United States authorities.

It has been argued by those in favor of this bill that not one cent of this award was paid to the Choctaw Indians in Mississippi. Whether or not this is true, we are not prepared to say. We have, however, already shown that 3,400 of the fourteenth-article claimants emigrated to Indian Territory between the years 1838 and 1855, and that many more of them emigrated west from the close of the Civil War to the year 1896. It is undoubtedly true that at the time this award was paid, which was in the year 1889, at least 80 per cent of the original fourteenth-article claimants or their descendants had removed to Indian Territory. If those who still remained in Mississippi at that date made no claim to this money, and received no part thereof, it was not the fault of the Choctaw Nation, which provided ample machinery for the determination of individual claims included in this award. The fact that the Mississippi Indians did not participate or attempt to participate in that part of the award which covered the net proceeds derived from the sale of the Choctaw tribal lands in Mississippi is referred to by the court in the Amos case as a strong argument against their right to participate in the distribution of the tribal property of the Choctaws in the Indian Territory. In any event if the Mississippi Indians have any legal or equitable claims against the Choctaw Nation for any part of the net proceeds judgment, and we think we have shown that they have not, the relief granted them should only be the amount to which they were entitled, with interest, and this could only be determined by a readjudication of their claims. They would in no case be entitled to citizenship in the Choctaw Nation simply because they had failed to get their part of the original judgment.

We will now proceed to a consideration of more recent legislation on this subject. The Commission to the Five Civilized Tribes was created by the act of Congress approved March 3, 1893 (27 Stat. L.,

645), for the purpose of treating with the several nations in the Indian Territory in an endeavor to procure an allotment of the lands of the said nations in severalty to the Indians belonging to each such nation or tribe, to procure agreements with the tribes for this purpose, and to obtain a winding up of the tribal affairs with a view to the ultimate creation of the territory embraced by said tribes into a State of the Union.

By the act of June 10, 1896 (29 Stat. L., 321), the commission was authorized and directed to hear and determine the applications of all persons who might apply to them for citizenship in any of the said nations, and in passing on said applications was instructed to give due force and effect to the rolls, usages, and customs of the tribe in which the applicant claimed citizenship. An appeal was provided for from a decision of the commission on these applications to the United States courts in Indian Territory. Under this legislation the commission received and passed on several thousand applications, among which was that of the Jack Amos Band of Mississippi Choctaws, and out of the commission's decision in their case arose the decision of the United States court in the case of *Jack Amos et al. v. The Choctaw Nation*, which has heretofore been referred to, and in which the court held that Mississippi Choctaw Indians were not entitled to citizenship in the Choctaw Nation or to participate in the distribution of the tribal property of the Choctaw and Chickasaw Indians unless they removed and took up their residence within the boundaries of said nation.

The first mention of the Mississippi Choctaws in this enrollment legislation is found in the act of June 7, 1897 (30 Stat. L., 83), in which appears the following:

That the commission appointed to negotiate with the Five Civilized Tribes in the Indian Territory shall examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship, except an interest in the Choctaw annuities.

Under this provision of law the commission proceeded to the State of Mississippi and thoroughly investigated the rights of this class of Indians, and under date of January 28, 1898, submitted a report to Congress wherein the whole question was discussed and the following finding was made:

It follows, therefore, from this reasoning, as well as from the historical review already recited, that the nature of the title itself, as well as all stipulations concerning it in the treaties between the United States and the Choctaw Nation, that to avail himself of the "privileges of a Choctaw citizen" any person claiming to be a descendant of those Choctaws who were provided for in the fourteenth article of the treaty of 1830 must first show the fact that he is such descendant and has in good faith joined his brethren in the Territory with the intent to become one of the citizens of the nation. Having done so, such person has a right to be enrolled as a Choctaw citizen and to claim all the privileges of such a citizen, except to a share in the annuities. And that otherwise he can not claim as a right the "privilege of a Choctaw citizen."

Under the act of June 28, 1898 (30 Stat. L., 495), which is known as the Curtis Act, the commission was authorized—

To determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1830, and to that end may administer oaths, examine witnesses, and perform all other acts necessary thereto, and make report to the Secretary of the Interior.

This act provided for the enrollment of the citizens and freed-men entitled to allotment in the Five Civilized Tribes. But it will be noted that no authority was given for the enrollment of the Mississippi Choctaws, the commission being directed to determine the identity of such Indians claiming rights under the treaty. This act also provided that no person should be enrolled as entitled to an allotment in any of the five tribes unless he had in good faith removed to and settled within the Nation, in which he claimed citizenship, on or before the date of the approval of said act. But a proviso was inserted that this provision should not be construed as militating against any rights or privileges which the Mississippi Choctaws might have under the laws or treaties of the tribes.

Under this authority the commission again proceeded to Mississippi, and numerous hearings were had in that State and the States of Alabama and Louisiana. These hearings were well advertised, and an opportunity was given to everyone who claimed any right as a Mississippi Choctaw Indian to appear before the commission and assert his claim. Under this law a list was made up of Indians claiming rights under the fourteenth article of the treaty of 1830. This list contained the names of 1,923 persons, and has been designated the McKennon roll. But it must be borne in mind that this was not a roll of citizenship, but was prepared under the authority contained in the act of June 28, 1898, which only authorized the commission to determine the identity of Choctaw Indians claiming rights under the treaty of 1830.

The next legislation on this subject is found in the act of May 31, 1900 (31 Stat. L., 221), which is as follows:

That any Mississippi Choctaw duly identified as such by the United States Commission to the Five Civilized Tribes shall have the right, at any time prior to the approval of the final rolls of the Choctaws and Chickasaws by the Secretary of the Interior, to make settlement within the Choctaw-Chickasaw country, and, on proof of the fact of bona fide settlement, may be enrolled by the said United States commission and by the Secretary of the Interior as Choctaws entitled to allotment: *Provided further*, That all contracts or agreements looking to the sale or incumbrance in any way of the lands to be allotted to said Mississippi Choctaws shall be null and void.

Under this law the commission continued to receive and consider the applications of Mississippi Choctaw Indians.

The next legislation on the subject is found in the act of July 1, 1902 (Stat. L., 641), which is known as the supplemental agreement between the Choctaw and Chickasaw Nations and the United States. It was found in the previous investigation of the commission that many of the Choctaw Indians residing in Mississippi were full bloods, and through ignorance and lack of information as to their family history were unable to prove that they were descendants of persons who had complied or attempted to comply with article 14 of the treaty of 1830. Accordingly, when the supplemental agreement was drawn up, a rule of evidence was established in favor of these persons to the effect that all full-blood Choctaw Indians should be deemed to be Mississippi Choctaws entitled to the benefits of said article, and proof of the fact that they were full bloods was all that was required of them in order to entitle them to the identification.

It has been charged in the hearings had on the matter that a mixed-blood applicant was compelled under the act to prove that he

or his ancestor had complied with the provisions of the 14th article, and as only 143 heads of families had received patents most of the applicants were cut off from identification by reason of this requirement. This charge is not true. In the identification of applicants under the acts of June 28, 1898, and July 1, 1902, proof that the applicant was a descendant of one of the scribees, of whom we have shown there were more than 4,000, was sufficient to entitle an applicant to identification, and any other proofs which the applicant could submit tending to show that his ancestor had attempted to comply with the 14th article was received and considered in the adjudication of his case. (See Appendix No. 7.)

The report of the Commissioner to the Five Civilized Tribes for the year ending June 30, 1907, shows on page 12 that 24,634 persons applied to the commission for identification as Mississippi Choctaws under the act of June 28, 1898, and of July 1, 1902. Applications were received from all over the United States, and the record made up in these cases shows that in the large majority of the same the persons were basing their right to enrollment simply on the fact that they had some Indian blood in their veins, in most cases the amount claimed being very small. Every opportunity was given to the applicants to prove their claim. These records, which are now on file in the Department of the Interior, are the most voluminous of all the enrollment records passed upon by the commission and the department, and in many cases rehearings were granted two or three times, and the decisions were held open for a period of four or five years, in order to give the applicants every opportunity to prove their contention.

Under this legislation the total number identified was 2,534, and by the terms of the act of July 1, 1902, a copy of which is hereto attached, marked "Appendix No. 6," the persons so identified were given six months after the notice of identification within which to remove to the Indian Territory. Many of the Indians so identified were full bloods and did not have the means or inclination to remove themselves. Accordingly, by the act of Congress approved March 3, 1903, there was appropriated the sum of \$20,000 to assist in the removal of these Indians to Indian Territory and their subsistence after removal. Two hundred and ninety full-blood Indians were removed at the expense of the Government under this appropriation, and many hundreds of others either removed at their own expense or were removed by others and filed on allotments. One thousand and seventy-two persons who were identified failed to remove to Indian Territory, or, if they removed, returned to their former homes without submitting proof of their removal and settlement within the time required by law. Several reasons may be assigned for the failure of these persons to take advantage of their identification. The commissioner in his report states some of these reasons as follows:

First. That many of them did not appreciate the value of allotment in the Choctaw-Chickasaw country;

Second. That some of them were very poor and had no means for transportation;

Third. That some of them who had removed became sick and died during the first winter after removal, and

Fourth. That those who survived advised their friends and relatives in Mississippi and Alabama of their experiences, which discouraged them in making attempt at removing.

As a matter of fact, most of the persons who failed to remove were full bloods, and would not remove at the present time if given an opportunity to do so. One of the writers of this brief has had occasion to visit the full-blood Indians remaining in Central Mississippi and Louisiana on several occasions. He found them poor, but contented with their lot. In conversation with them it was stated by them in many cases that if they had to remove to Oklahoma in order to get allotments they did not care to have them, as they preferred the home of their fathers to the new land in the West. It was also ascertained from conversation with intelligent planters in the vicinity in which these Indians live, that the white inhabitants of Mississippi and Louisiana discourage the removal of the Indians as much as possible, as the Indians constitute the most satisfactory labor which the white men can find in these States. Many of those now in Mississippi have gone to Indian Territory and, after staying a short time, returned voluntarily to their former homes. These have reported to those who have not emigrated and all are satisfied to remain where they are. If they were removed to Oklahoma, and we do not understand how anyone can contend that they are rightfully entitled to share in the lands of the Choctaw and Chickasaw Nations without removing, their action would probably be similar to the action of other bodies of Indians who have removed to Oklahoma from time to time, and just as soon as they were able to get enough money to do so, they would return to their homes in the East. This disposition of the Mississippi Choctaw Indians is well exemplified in the report of the Commission to the Five Civilized Tribes, submitted to the Secretary of the Interior under date of March 10, 1899.

A portion of that report is as follows:

The Choctaw government in Indian Territory made repeated efforts to secure the removal of the Mississippi Choctaws to the Choctaw country, the last effort in this direction occurring in 1891, when the National Council of the Choctaw Nation, by act approved October 20, 1891, generously made an appropriation for the purpose of paying the expenses of certain Choctaw families therein named, and providing for the appointment of two commissioners to proceed to the State of Mississippi to collect said families and conduct them to the Choctaw country. Said commissioners performed this duty and a number of families removed to Indian Territory and remained there until after the payment of the "leased district" money, when, as we are informed, they returned to the State of Mississippi.

It will be impossible to force these Indians to remove to Oklahoma, and if it were possible or practicable there would be no way of keeping them there, and as soon as they were able to do so, they would sell or abandon their allotments and return to their haunts in the East.

Sentimentalists may deplore the condition of these Indians, but it is doubtful whether their lot would be as desirable or happy from their standpoint if they were removed from their present environments. The Mississippi Choctaw Indian, by reason of long separation from the Indians of the West, has come to be a class by himself. These Indians present as distinct characteristics and difference from the Choctaw Indians in Oklahoma as though they were members of an entirely different tribe. In traveling through Oklahoma the Mis-

Mississippi Choctaw can always be distinguished from the descendants of the early emigrants. In Oklahoma they adopt the same manner of living as they at present have in Mississippi, that is, they remain in an isolated state, huddled together in small bands, making no effort to associate with or become a part of the Choctaw citizenship of the West.

The First Assistant Secretary of the Interior, on July 2, 1912, submitted a report to the chairman of the Committee on Indian Affairs of the House of Representatives, in which the Mississippi Choctaw question is discussed at length. In that report he refers to the bill under discussion and states:

I am advised that if the work of reinvestigating and readjudicating the claims of Mississippi Choctaws be undertaken along the broad lines outlined in the bill introduced by Mr. Harrison, the work can not be accomplished within the time prescribed therein; that if the applicants are required to establish that they or some one of their ancestors were beneficiaries under article 14 of the treaty of 1830, a vast amount of evidence will necessarily have to be taken covering the family history of the applicants for more than 80 years; and that this work would be a repetition of work which has already been accomplished and in the great majority of cases would be of no benefit whatever to the applicants.

He further says in said report:

With respect to the 1,070 persons who were identified as Mississippi Choctaws, but who failed to prove the facts of removal and settlement in the Choctaw and Chickasaw country, it may be said that, irrespective of their unfortunate condition of poverty and ignorance, there is grave question whether there is just ground, legal or equitable, for holding the Choctaw and Chickasaw Nations responsible for this failure to comply with the law. In fact, it may be urged by the tribes that responsibility, if any, rested upon the United States instead.

After fully going into the question from all standpoints, the Secretary concludes with the following:

In view of the facts stated above, I am of the opinion that the bill should not be enacted into law.

As stated by the Secretary, this bill provides for a general reopening of this whole subject, and the readjudication under an identical law of the rights of these parties. As a matter of fact, many persons who were entitled to identification under the act of July 1, 1902, would be wholly unable to prove their claim under the provisions of the Harrison bill, and we can conceive of no case which would receive favorable consideration under the Harrison bill but what would have received a favorable decision, upon the submission of proper proof, under the former enrollment acts. The only difference is that the enrollment acts required the removal to and settlement within the Choctaw-Chickasaw country, which the Harrison bill does not require.

We believe that a careful consideration of the foregoing argument and citations will convince any fair-minded man that the Mississippi Choctaw Indian has been given every opportunity under the several laws and treaties to obtain a share of the tribal property of the Choctaw and Chickasaw Nations; that the Choctaws and Chickasaws have always been willing to meet these Indians more than half way, and that these two tribes have done all in their power to obtain the affiliation of their absentee brothers with them. However, if this argument has not succeeded in entirely convincing the Members of

Congress, there is one other phase of the matter which has not heretofore been touched upon, but which absolutely settles the whole controversy.

The treaty of 1830 was entered into between the Choctaw Indians and the United States more than 82 years ago. So far as we know, no one of the beneficiaries of the fourteenth article of this treaty is still alive. The last clause of that article, under which this claim arose, is as follows:

Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

We contend and we believe that an analysis of this article will bear out this contention: That the rights guaranteed the Choctaws taking advantage of the fourteenth article were personal rights. Those identical Choctaws who desired to remain in the States and become citizens of them were permitted to do so by complying with certain provisions therein set forth, and upon doing so were entitled to reservations in Mississippi, and the further right was given to such persons to remove to the Choctaw Nation west and become citizens of said nation, with all the rights of citizenship, except to share in the annuities. No word appears in said article granting any rights or benefits to the descendants of the fourteenth-article beneficiaries.

The purpose of the removal of the nation to the west has been clearly shown. It was intended to remove all of the Indians out of the States, so that conflicts between the United States and the States would not arise over the government of the Indian country. The Indians would not agree to the treaty until provision was made for those who desired to remain and become citizens of the States, but an asylum was provided for those who remained, provided they should ever find conditions too hard for them in the States. They could reaffiliate themselves with the Choctaw Nation and again become citizens of that nation with all the privileges of citizenship, except a share of the annuities. But it is inconsistent with the whole theory of removal of these Indians to the west to construe article 14 as holding out the right of removal perpetually.

When the scheme of the allotment of lands and distributions of tribal property was taken up, it became necessary to make rolls of citizenship. Of necessity some period had to be fixed for the closing of these rolls. Before the act of July 1, 1902, was assented to by the tribes, it was insisted that a clause be incorporated providing that the rolls of citizenship be closed. The work of enrollment had been going on since the passage of the act of June 10, 1896, and a comprehensive scheme was provided by the act of July 1, 1902, for the reception of the applications of any persons who have not submitted their application under the former act, and for the final completion of the rolls.

After thus taking every precaution to see that ample opportunity had been given every one desiring to submit an application for enrollment there was inserted in this act the following provision:

SEC. 35. No person whose name does not appear upon the rolls as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw Tribes, and those whose names appear thereon shall participate in the manner set forth in this agreement.

This provision was one of the inducements held out to the Choctaw and Chickasaw Indians to obtain their assent to the preparation of the rolls of citizenship of their tribes by the United States and the scheme for the allotment of their lands in severalty and the gradual incorporation of their domain and citizens into a State of the Union.

By this agreement no new applications for the identification of persons as Mississippi Choctaws could be received after six months after the ratification of the agreement. This gave to the Mississippi Choctaws until March 25, 1903, within which to submit their applications for identification, which was three months more time than was granted to any other class of applicants for citizenship. Appointments were made by the commission for hearings in Mississippi and Louisiana for the purpose of receiving any belated applications during the six months provided by this last act, but nearly all of the Mississippi Choctaw applications had already been submitted under the former law.

Evidence was received in the cases already presented until the closing of the rolls, and they were all decided under the law set forth in the Gift case (Appendix No. 7), which permitted the identification of the descendants of scribees. Congress fixed the period for the closing of the rolls as March 4, 1907, thus giving Mississippi Choctaws a period of 11 years after the first enrollment work was started within which to prove their claims and make settlement within the Choctaw-Chickasaw country.

It is true that descendants of fourteenth-article beneficiaries have been from time to time in large numbers admitted to citizenship in the Choctaw Nation upon their removal to and settlement within the boundaries of said nation, and it is also true that in the treaty of July 1, 1902, the right of full citizenship upon removal was granted by the tribe for a definite time to these persons, but there is no warrant of law or merit in the contention that the Choctaw Indians yet in Mississippi, who did not avail themselves of the benefits granted by the agreement of July 1, 1902, are as a matter of right now entitled to a share in the distribution of the property belonging to the Choctaw Nation in the West.

Even admitting that the fourteenth article of the treaty of 1830 meant all that is claimed for it by the proponents of this bill, the rights of these claimants would be barred by the provisions of the act of Congress of July 1, 1902. That Congress had the right to provide how the rolls of citizens should be made up and how citizenship should be determined is too well settled now to permit of serious contradiction. The mere expectation of a share in the tribal lands and moneys of the Choctaw and Chickasaw Tribes is not a vested property right. The Supreme Court, in the case of *Stephens v. Cherokee Nation* (174 U. S., 445-488), uses the following language:

But in any aspect we are of opinion that the constitutionality of these acts in respect of the determination of citizenship can not be successfully assailed on the ground of the impairment or destruction of vested rights. The lands and moneys of these tribes are public lands and public moneys, and are not held in individual ownership, and the assertion by any particular applicant that his right therein is so vested as to preclude inquiry into his status involves a contradiction in terms.

Congress, in providing for the preparation of rolls upon which the tribal property was to be distributed, gave ample time to every ap-

plicant to submit his case. It also made residence in the tribe or removal thereto within a definite time a prerequisite to citizenship and provided that applications must be submitted within a specified time and that the rolls be closed on a definite date. The time during which the rolls were in preparation extended over a period of 11 years, and it was provided that "no person whose name does not appear upon the rolls as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw Tribes."

That this legislation is a proper exercise of the power of Congress over the Indians is shown by a number of decisions of the Supreme Court. (See *Choctaw Nation v. United States*, 119 U. S., 1; *Stephens v. Cherokee Nation*, 174 U. S., 445; *Cherokee Nation v. Hitchcock*, 187 U. S., 294; *Lonewolf v. Hitchcock*, 187 U. S., 553; *Wallace v. Adams*, 204 U. S., 415; *Gritts v. Fisher*, 224 U. S., 640.)

The Choctaws and Chickasaws have always been ready to deal with great liberality toward their absentee brothers. During all the time that they maintained their own governments they have stood with open arms to welcome these absentees into their midst. But we do not know of any single case in all the history of these tribes where anyone has been considered or found entitled to citizenship or to any of the benefits arising therefrom without taking up his residence in the Choctaw-Chickasaw country and showing his desire to affiliate with them. All of the Mississippi Choctaw legislation since 1896, when the United States took over the control of the affairs of these two tribes, has been purely in the nature of a gratuity, except in rare instances where one of the original fourteenth-article beneficiaries might have applied, and we do not feel that after our affairs were administered by the United States for a period of 11 years and rolls of citizenship were made and the allotments have all been completed that the Choctaw and Chickasaw Indians should be called upon to do anything further toward this class of Indians.

If there is any relief which the United States desires to give them, we will not be heard in any way to object, provided the United States furnishes this relief from its own land and funds, for we do not believe that any benefits which can be given by Congress to any Indians can repay the debt which our Government owes in general to the North American Indian. If there were any wrongs done the Choctaw Indians under the treaty of 1830, and history shows that there were many and flagrant wrongs perpetrated, they were not done by one Indian against another or one class of Indians against another, but were done by the Government of the United States or its officers. If these people, then, yet remaining in Mississippi are entitled to any relief, it is not the part of justice to right one wrong by committing another, and the Congress of the United States can not in good conscience repay any debt owed to the Mississippi Choctaw Indians by forcing the Choctaw and Chickasaw Indians, who breasted a wilderness and suffered untold hardships in conquering that wilderness and making possible the rich and populous State of Oklahoma, to share the comparatively small rewards of their labor and suffering with the Mississippi Indians, who took so little interest in the struggle and hardships of their brothers in the West as not even to be willing to move there after the

wilderness was overcome and assist in the maintenance of the tribal governments.

If this legislation is enacted into law, it will mean a delay in the final winding up of the affairs of these two tribes of at least five years; it will necessitate the reception and consideration of thousands of applications of persons whose cases have already been thoroughly adjudicated or who had an opportunity to have them adjudicated under former acts: and it will be another case of violated treaty obligations with these two tribes, of which history shows too many already, and will be an act of oppression and injustice visited upon them such as we can not believe Congress will seriously consider when all the facts in the case are placed before it.

We therefore ask for careful consideration of the facts and arguments herein set forth and request that the bill under consideration receive unfavorable action.

Respectfully submitted.

VICTOR M. LOCKE, Jr.,
Principal Chief of the Choctaw Nation.
 By P. J. HURLEY,
National Attorney for the Choctaw Nation.
 DOUGLAS H. JOHNSTON,
Governor of the Chickasaw Nation.
 By GEO. D. ROGERS,
National Attorney for the Chickasaw Nation.

APPENDIX No. 1.

CHAP. XXXIX. An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of eighteen hundred and thirty with the Choctaw Indians.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there shall be appointed by the President, by and with the advice and consent of the Senate, three commissioners whose duty it shall be to meet in the State of Mississippi at such time and place, as the President shall appoint and designate, and there proceed to ascertain the name of every Choctaw Indian who was the head of an Indian family at the date of the treaty at Dancing Rabbit Creek, who has not already obtained a reservation under said treaty, and who can show by satisfactory evidence that he or she complied or offered to comply with all the requisites of the fourteenth article of said treaty, to entitle him or her to a reservation under said article: and also the number and names of all the unmarried children of such heads of families who formed a part of the family and were over ten years of age, and likewise the number and names of the children of such heads of families as were under ten years of age, and report to the President, to be by him laid before Congress, all the names of such Indians, and the different sections of land to which such heads of families were respectively entitled, together with the opinions of the commissioners, and whether any part of said lands have been sold by the Government, and the proofs applicable to each case.

SEC. 2. *And be it further enacted,* That before entering upon their duties each of said commissioners shall, before some judge or justice of the peace, take an oath faithfully to discharge the duties imposed by this act.

SEC. 3. *And be it further enacted,* That said commissioners are hereby authorized to appoint a secretary, whose duty it shall be to record correctly all the proceedings of said board and faithfully preserve the same as well as all depositions and other papers filed before said board, and who shall take an oath to discharge the duties imposed on him by this act.

SEC. 4. *And be it further enacted*, That upon the request of the commissioners it shall be the duty of the district attorney of the State of Mississippi to attend said board and give his assistance in procuring the attendance of witnesses, and his aid and advice in their examination, the better to enable the commissioners to ascertain the facts correctly in each case.

SEC. 5. *And be it further enacted*, That each of said commissioners shall receive, while in the discharge of the duties hereby imposed, a salary at the rate of three thousand dollars per annum, the secretary a salary at the rate of fifteen hundred dollars per annum, and the district attorney a salary at the rate of two thousand dollars per annum, to be paid quarterly out of any money in the Treasury not otherwise appropriated.

SEC. 6. *And be it further enacted*, That said commissioners shall have full power to summon and cause to come before them such witnesses as they may deem necessary, and to have them examined on oath, and if any witness shall testify falsely, with an intention to mislead said commissioners, such witness shall be guilty of wilful and corrupt perjury, and shall upon conviction before any jurisdiction having cognizance thereof suffer the punishment by law inflicted on those guilty of that offence.

SEC. 7. *And be it further enacted*, That nothing contained in this act shall be so construed as to sanction what is called contingent locations which have been made by George M. Martin for the benefit of such Indians as were supposed to have been entitled to other lands which have been sold by the United States, such contingent locations having been made without any legal authority, it being the true intent of this act to reserve to Congress the power of doing that which may appear just when a correct knowledge of all the facts is obtained.

SEC. 8. *And be it further enacted*, That this act shall be in force to the first day of March, eighteen hundred and thirty-eight, next, and no longer.

Approved, March 3, 1837 (5 Stat. L., 180).

CHAP. XIII. An act to amend an act entitled "An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of eighteen hundred and thirty with the Choctaw Indians."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the commissioners provided for in the act hereby amended, or a majority of them, shall have full power and authority to adjourn their sessions to such place or places, within the State of Mississippi, as in their judgment the interest of the Government and of the claimants may require such sessions to be held.

SEC. 2. *And be it further enacted*, That in the case of the death, resignation, or absence of any one of the said commissioners the remaining two commissioners shall have full power and authority to proceed and execute the powers given by this act or the act hereby amended.

SEC. 3. *And be it further enacted*, That the said commissioners shall have all the powers of a court of record for the purpose of compelling the attendance of witnesses, administering oaths, touching matters depending before them, preserving order, and punishing contempts; and shall have power to make all needful rules for the regulation of the proceedings before them, as well as to employ one or more interpreters, and one or more agents to collect testimony for the United States.

SEC. 4. *And be it further enacted*, That for defraying the contingent expenses of the said commission the sum of five thousand dollars be, and the same is hereby, appropriated out of any money in the Treasury not otherwise appropriated.

SEC. 5. *And be it further enacted*, That the said act shall be and remain in force until the first day of August next.

SEC. 6. *And be it further enacted, by the authority aforesaid*, That the compensation to be made to the district attorney for his services shall be equal to the compensation allowed to a commissioner under the act hereby amended.

SEC. 7. *And be it further enacted*, That nothing contained in this act, or the act which this is intended to amend, shall be so construed as to embrace the claim of any Indian or head of a Choctaw family who has removed west of the Mississippi River.

SEC. 8. *And be it further enacted*, That if it shall be proved to the satisfaction of said commissioners that any claimant has attempted, or shall attempt, to

substitute the child of any other Indian as and for his own, or has attempted or shall attempt, by his testimony, to substitute for the child of any other claimant the child of another Indian, the name of such claimant so attempting to make such substitution shall be stricken from the list of claimants.

Approved, February 22, 1838 (5 Stat. L., 211).

APPENDIX No. 2.

CHAP. CLXXXVII. An act to provide for the satisfaction of claims arising under the fourteenth and nineteenth articles of the treaty of Dancing Rabbit Creek, concluded in September, one thousand eight hundred and thirty.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the act approved on the third of March, eighteen hundred and thirty-seven, entitled "An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of eighteen hundred and thirty, with the Choctaw Indians; and also the act approved on the twenty-second day of February, eighteen hundred and thirty-eight, entitled "An act to amend an act entitled 'An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of eighteen hundred and thirty, with the Choctaw Indians,' so far as the same are not repealed or modified by the provisions of this act." be, and the same are hereby, revived and continued in force until the powers conferred by this act shall be fully executed, subject, nevertheless, to repeal or modification by any act of Congress. And all the powers and duties of the commissioners are hereby extended to claims arising under the nineteenth article of the said treaty, and under the supplement to the said treaty, to be examined in the same manner and with the same effect as in cases arising under the fourteenth article of the said treaty: *Provided*, That the salary of said commissioners shall not exceed the rate of two thousand five hundred dollars per annum.

SEC. 2. *And be it further enacted*, That subpoenas for the attendance of witnesses before the said commissioners, and process to compel such attendance may be issued by the said commissioners, or any two of them, under their seals in the same manner and with the same effect as if issued by courts of record, and may be executed by the marshal of any district, or by any sheriff, deputy sheriff, or other peace officer designated by the said commissioners, who shall receive for such services the same fees as are allowed in the district court of the United States for the district in which the same shall be rendered for similar services, to be paid, on the certificate of the commissioners, out of the contingent fund appropriated by the fourth section of the act secondly above recited, which was approved on the twenty-second day of February, one thousand eight hundred and thirty-eight, and which is revived by this act: *Provided*, That nothing herein contained shall be construed to revive such portion of the act approved the third day of March, one thousand eight hundred and thirty-seven, referred to in the first section of this act, as provides for the employment and pay of the district attorney of either of the districts of the State of Mississippi.

SEC. 3. *And be it further enacted*, That when the said commissioners shall have ascertained that any Choctaw has complied or offered to comply with all the requisites of the fourteenth article of the said treaty to entitle him to any reservation under that article, which requisites are as follows, to wit: That said Choctaw Indian did signify his or her intention to the agent in person, or by some person duly authorized and especially directed by said Indian to signify the intention of said Indian to become a citizen of the State, within six months from the date of the ratification of the said treaty, and had his or her name, within the time of six months aforesaid, enrolled on the register of the Indian agent aforesaid for that purpose; or shall prove to the entire satisfaction of the said commissioners and to the Secretary of War that he or she did signify his or her intention, within the term of six months from the date of the ratification of the treaty aforesaid, if his or her name was not enrolled in the register of the agent aforesaid, but was omitted by said agent; and, secondly, that said Indian did, at the date of making said treaty, to wit, on the twenty-seventh day of September, eighteen hundred and thirty, have and own an improvement in the then Choctaw country; and that having and owning an improvement at the place and time aforesaid did reside upon that identical improvement, or a

part of it, for the term of five years continuously next after the ratification of said treaty, to wit, from the twenty-fourth of February, eighteen hundred and thirty-one, to the twenty-fourth of February, eighteen hundred and thirty-six, unless it shall be made to appear that such improvement was, before the twenty-fourth day of February, eighteen hundred and thirty-six, disposed of by the United States, and that the reserve was dispossessed by means of such disposition; and, thirdly, that it shall be made to appear to the entire satisfaction of said commissioners and to the Secretary of War that said Indian did not receive any other grant of land under the provisions of any other article of said treaty; and, fourthly, that it shall be made to appear in like manner that said Indian did not remove to the Choctaw country west of the Mississippi River, but he or she had continued to reside within the limits of the country ceded by the Choctaw Indians to the United States by said treaty of twenty-seventh September, in the year eighteen hundred and thirty, it shall be the duty of said commissioners, if all and each of the above requisites shall be made clearly to appear to their satisfaction and the Secretary of War shall concur therein, to proceed to ascertain the quantity of land to which said Indian, by virtue of the fourteenth article of said treaty, is entitled to, which, when ascertained, shall be located for said Indian, according to sectional lines, so as to embrace the improvement, or a part of it, owned by said Indian at the date of said treaty; and it shall be the duty of the President of the United States to issue a patent to said Indian for said land if he or she be living, and if not to his or her heirs and legal representatives; and in like manner shall the commissioners aforesaid ascertain the quantity of land granted by said article to each child of said Indian, according to the limitations contained in said article, and locate said quantity for said children contiguous to and adjoining the improvement of the parent of such child or children; and the President shall issue a patent for each tract of land thus located to said Indian child if living, and if not to the heirs and legal representatives of such Indian child. But if the United States shall have disposed of any tract of land to which any Indian was entitled under the provisions of said fourteenth article of said treaty, so that it is now impossible to give said Indian the quantity to which he is entitled, including his improvements, as aforesaid, or any part of it, or to his children on the adjoining lands, the said commissioners shall thereupon estimate the quantity to which each Indian is entitled and allow him or her for the same a quantity of land equal to that allowed, to be taken out of any of the public lands in the States of Mississippi, Louisiana, Alabama, and Arkansas, subject to entry at private sale; and certificates to that effect shall be delivered, under the direction of the Secretary of War, through such agent as he may select, not more than one-half of which shall be delivered to said Indian until after his removal to the Choctaw territory west of the Mississippi River. The said commissioners shall also ascertain the Choctaws, if any, who relinquished or offered to relinquish any reservations to which he was entitled under the nineteenth article of the said treaty, or whose reservations under that article had been sold by the United States; and shall also determine the quantity to which such claimant was entitled, and the quantity of land which should be allowed him on extinguishment of such claim at the rate of two-fifths of an acre for every acre of the land to which said claimant was entitled, said land having been estimated under this article at fifty cents per acre: *Provided, nevertheless*, That no claim shall be considered or allowed by said commissioners for or in the name or behalf of any Indian claimant whose name does not appear upon the lists or registers of claimants made by Major Armstrong, special agent for that purpose, in conjunction with the three chiefs of the three Choctaw districts, and returned to the Department of War in January, eighteen hundred and thirty-two, and who does not appear from those registers to be entitled to a reservation under said nineteenth article.

SEC. 4. *And be it further enacted*, That the said commissioners, within two years from the time of their entering upon the duties of their offices, and as often as shall be required by the President of the United States, shall report to him their proceedings in the premises, with a full and perfect list of names of all the Choctaws whom they shall have determined to be entitled to reservations under this act; the quantity of land to which each shall be so entitled, the number of claims which can be located according to the provisions of the fourth section of this act, and such as cannot be located according to the provisions of the fourth section of this act; and the powers and duties of the

said commissioners shall cease at the expiration of two years from the time of the first organization of the board; and their proceedings may be terminated by the President at any time previous to the expiration of the said two years.

SEC. 5. *And be it further enacted*, That the commissioners to be appointed under this act shall also ascertain and determine the quantity of land to which any Choctaw or other person named in the supplement to the said treaty of Dancing Rabbit Creek was entitled by virtue thereof, and which such person has by any means been prevented from receiving.

SEC. 6. *And be it further enacted*, That if the President of the United States shall approve and confirm the determination of the commissioners heretofore appointed to investigate the claims existing under the fourteenth article of the said treaty of Dancing Rabbit Creek, in any case, he shall cause to be delivered to the claimant, if he be a Choctaw Indian, his legal representatives or heirs, certificates, as provided by the fourth section of this act, for the quantity of land to which such claimant shall appear, by such determination, to have been entitled, in full satisfaction and discharge of such claim: *Provided*, Such determination was made by adhering, in every instance, to the requisites contained in the fourth section of this act: *And provided, also*, That said claims, nor either of them, cannot now be located, according to the provisions of the fourth section of this act.

SEC. 7. *And be it further enacted*, That distinct accounts shall be kept of the certificates issued in satisfaction of the claims provided for by this act, and of all expenses attending the execution of the same; and the amount thereof shall be retained and withheld from any distribution to the States.

SEC. 8. *And be it further enacted*, That nothing in this act contained shall be so construed as to authorize the said commissioners to adjudicate any claim which may be presented by a white man who may have had, or now has, an Indian wife or family; and any patent to land which shall issue on any Indian claim under the provisions of the treaty aforesaid shall be issued to the Indian to whom the claim is allowed if living, and if dead to his or her heirs and legal representatives, any act of Congress or usage or custom to the contrary notwithstanding.

SEC. 9. *And be it further enacted*, That no claim shall be allowed under the fourteenth article of said treaty if the said commissioners shall be satisfied by such proof as they may prescribe that said claim had been, previous to the expiration of five years from the ratification of said treaty, assigned, either in whole or in part; and in case of a partial assignment or agreement for an assignment thereof the same shall be allowed so far only as the original Indian claimant was at that date the bona fide proprietor thereof.

SEC. 10. *And be it further enacted*, That all claims under either of the articles of said treaty mentioned above, or the supplemental articles thereof, which shall not be duly presented to said commissioners for allowance within one year after the final passage of this act shall be thereafter forever barred.

Approved, August 23, 1842 (5 Stat. L., 513).

APPENDIX No. 3.

Act of Congress approved March 3, 1845 (5 Stat. L., 777).

That of the scrip which has been awarded or which shall be awarded to Choctaw Indians under the provisions of the law of twenty-third August, one thousand eight hundred and forty-two, that portion thereof not deliverable East by the third section of said law in these words, "not more than one-half of which shall be delivered to said Indian until after his removal to the Choctaw territory, west of the Mississippi River," shall not be issued or delivered in the West, but the amounts awarded for land on which they resided, but which it is impossible for the United States now to give them, shall carry an interest of five per cent, which the United States will pay annually to the reservees under the treaty of one thousand eight hundred and thirty, respectively, or to their heirs and legal representatives forever, estimating the land to which they may be entitled at one dollar and twenty-five cents per acre: *Provided further*, That so much of the law of twenty-third August, one thousand eight hundred and forty-two, as is inconsistent herewith is hereby repealed.

Act of Congress approved July 21, 1852 (10 Stat. L., 19).

For the interest on the amount awarded Choctaw claimants under the fourteenth article of the treaty of Dancing Rabbit Creek, of twenty-seventh of September, eighteen hundred and thirty, for lands on which they resided, but which it is impossible to give them, and in lieu of the scrip that has been awarded under the act of twenty-third of August, eighteen hundred and forty-two, not deliverable east, by the third section of said law, per act of third of March, eighteen hundred and forty-five, for the half year ending thirtieth of June, eighteen hundred and fifty-two, twenty-one thousand eight hundred dollars: *Provided*, That after the thirtieth day of June, eighteen hundred and fifty-two, all payments of interest on said awards shall cease, and that the Secretary of the Interior be, and he is hereby, directed to pay said claimants the amount of principal awarded in each case, respectively, and that the amount necessary for this purpose be, and the same is hereby, appropriated, not exceeding eight hundred and seventy-two thousand dollars: *Provided further*, That the final payment and satisfaction of said awards shall be first ratified and approved as a final release of all claims of such parties under the fourteenth article of said treaty, by the proper national authority of the Choctaws, in such form as shall be prescribed by the Secretary of the Interior.

Act of Congress approved August 30, 1852 (10 Stat. L., 42).

That the Secretary of the Interior be, and he hereby is, authorized to examine the reservation claims of the Choctaws known as Bay Indians and of those Choctaws in whose cases the scrip awarded by the late board of commissioners has not been issued; and where he shall find that such Indians are clearly entitled to land under the fourteenth article of the treaty of eighteen hundred and thirty, and under the several acts heretofore passed in relation to such claims, he is hereby authorized to extend to such claimants the provisions applicable to such claims in the acts of twenty-third August, eighteen hundred and forty-two, and of third March, eighteen hundred and forty-five.

Act of Congress approved March 3, 1853 (10 Stat. L., 227).

That the authority of the Secretary of the Interior to examine the claims of Choctaws to reservations of land under the treaty of eighteen hundred and thirty shall extend to all cases recommended by either of the boards of commissioners appointed to examine said claims, and his awards in scrip shall be received by them in full satisfaction of their claims against the Government arising under said treaty, and the scrip thus awarded shall be received as other warrants in payment for any public lands subject to sale at private entry.

APPENDIX No. 4.

LAWS PASSED BY THE GENERAL COUNCIL OF THE CHOCTAW NATION AT ITS REGULAR SESSION COMMENCING OCTOBER 6, 1890.

No. 16.

An act recognizing certain persons as citizens of this nation.

Be it enacted by the General Council of the Choctaw Nation assembled, That Sandos Amos, his wife Ann, and William Amos, and Solomon Wilson and wife and their four children, all full-blood Choctaws and lately come to this nation from Mississippi, be, and they are hereby, recognized as citizens of the

Choctaw Nation, and entitled to all the rights, privileges, and immunities of citizens, and this act shall take effect and be in force from and after its passage.

Approved, Oct. 29, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 17.

An act conferring citizenship on certain persons named.

Be it enacted by the General Council of the Choctaw Nation assembled, That Sexton Amos, Mat Sukke, Amos Bell, Jimson Bell, John Alusion, Sarah Wilson, Isaac Wilson, Mary Wilson, Eve Wilson, Horace Wilson, Thomas Barney, Isaac Simpson, and Tom Yark, all late of the State of Mississippi, are hereby recognized as citizens of this nation and entitled to all the rights, privileges, and immunities of citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, Oct. 30, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 25.

An act conferring citizenship on Mrs. Trehern and other Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That Mrs. Trehern and her children, Joel Trehern, Joseph Trehern, Laura (Trehern) Walker, her husband Sam Walker and two children, Hannah (Trehern) Deloach, her husband Joseph Deloach and their three children, all late of the State of Mississippi, be, and are hereby, recognized as citizens of the Choctaw Nation and entitled to all the rights, privileges, and immunities of citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, Oct. 31, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 43.

An act recognizing the citizenship of Willis Jackson and his family.

Be it enacted by the General Council of the Choctaw Nation assembled, That Willis Jackson, his wife Mary Jackson and their children Minnie, Sam, Folsom, Laura, and Edmond Jackson, late of the State of Mississippi, are hereby recognized and declared to be citizens of this nation and entitled to all the rights, privileges, and immunities of other citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, Nov. 13, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 44.

An act appropriating for the board of Matt Sakki et al.

Be it enacted by the General Council of the Choctaw Nation assembled, That the sum of seventy-five dollars is hereby appropriated, out of any money in the treasury not otherwise appropriated, for the purpose of aiding Matt Sakki, Isaac Simsin, and Tom Yark, lately arrived from Mississippi, and to enable them to pay their board and traveling expenses while attending the general council for the purpose of having themselves recognized as citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, Nov. 14, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

LAWS PASSED BY THE GENERAL COUNCIL OF THE CHOCTAW NATION AT ITS SPECIAL SESSION CONVENED ON APRIL 6TH, 1891.

No. 2.

An act for the relief of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That the sum of two hundred and ninety-five dollars is hereby appropriated out of any money in the treasury not otherwise appropriated to reimburse Cornelius Hickman and family (4), Presley Isham and family (4), Nat Sakki (4), Dixon Ripley (1), Taylor Bell (1), Jane Sakki (1), Lee Nobbee (1), Tom Sakki and family (5), James Sakki (1), Alex Sakki (1), Isaac Simpson and family (5), and Matt Sakki and family (3), Choctaws (late arrivals from the State of Mississippi) for their expenditures while immigrating, and to enable them to obtain the necessities of life, they having arrived too late last year to raise a crop of any kind; and this act shall take effect and be in force from and after its passage.

Approved, April 4, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 8.

An act admitting certain Mississippi Indians to citizenship.

Be it enacted by the General Council of the Choctaw Nation assembled, That Mrs. Anna Boyd, Mrs. Lenas Southerland, Mrs. Ozie Travis, Mrs. M. William, Choctaws lately from the State of Mississippi, and full sister of C. A. Bilbo, who has been heretofore admitted, and their descendants be, and they are hereby, declared citizens of the Choctaw Nation.

Be it further enacted that this act take effect and be in force from and after its passage.

Approved, April 8, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 15.

An act admitting certain Choctaws from Mississippi to citizenship in the Choctaw Nation.

Be it enacted by the General Council of the Choctaw Nation assembled, That Joe Willis and his children, Nancy Selan, and Frank Willis and his sister Liney Willis, and Billy Willis and his children Lee and Serena Willis, Thomson Barnett, James Sakki and Thomas Sakki, and Wallace Sam and his wife Fannie Sam and their children Milley, Jeruzy, Luke, Silley, Lizzie, Liza, and Era Sam, all having just come from the old nation in Mississippi, are hereby admitted to all of the rights and privileges of citizenship in the Choctaw Nation, and this act shall take effect and be in force from and after its passage.

Approved, April 8, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 16.

An act recognizing the citizenship of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That following Mississippi Choctaws, late arrival, to wit: 1. Cornelius Hickman; 2. Eliza Ann Hickman; 3. Jeff Hickman; 4. Presley Isham; 5. Ellen Isham; 6. William Isham; 7. Nat Sakki; 8. Dixon Ripley; 9. Taylor Bell; 10. Alex Sakki; 11. Jane Sakki; 12. Lee Nobbe; 13. Henson Haltenstyle; 14. Phoebe Haltenstyle; 15. Milton Haltenstyle; 16. Jesse Haltenstyle; 17. Fall Haltenstyle, are hereby recognized as citizens of this nation and are entitled to all the rights and privileges and immunities of other citizens of this nation; and this act take effect and be in force from and after its passage.

Approved, April 9, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 17.

An act for the relief of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That the sum of \$300 be, and the same is hereby, appropriated out of any money in the treasury, not otherwise appropriated, as a relief for the following late arrivals from Mississippi, to wit: 1, Joe Willis; 2, Nancy Willis; 3, Frank Willis; 4, Liney Willis; 5, Billy Willis; 6, Liza Willis; 7, Serena Willis; 8, Thompson Burney; 9, Wallace Sam; 10, Fannie Sam; 11, Jemzy Sam; 12, Luke Sam; 13, Sally Sam; 14, Liza Sam; 15, Lizzie Sam; 16, Asa Sam; 17, Henson Haltenstyle; 18, Phoebe Haltenstyle; 19, Milton Haltenstyle; 20, Jesse Haltenstyle; 21, Fall Haltenstyle; 22, Sanders Amos; 23, William Amos; 24, Ann Amos; 25, John Amos; 26, Solomon Amos; 27, Puss Amos; 28, Casson Wilson; 29, Belson Wilson; 30, Medarial Wilson; and this act to take effect and be in force from and after its passage.

Approved, April 9, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

LAWS PASSED BY THE GENERAL COUNCIL OF THE CHOCTAW NATION AT ITS
REGULAR SESSION CONVENED IN OCTOBER, 1891.

No. 14.

An act for the relief of twenty six Choctaws lately from Mississippi.

Be it enacted by the General Council of the Choctaw Nation assembled,

SECTION 1. That the sum of two hundred and sixty dollars is hereby appropriated for the relief of James Phillips and twenty-five others, whose names are heretoto attached; that the national auditor shall issue his warrant on the treasurer and he shall pay the same.

SEC. 2. That this act take effect and be in force from and after its passage.

Approved, October 21, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 27.

An act conferring citizenship on Henry Lewis, Mississippi Choctaw.

Be it enacted by the General Council of the Choctaw Nation assembled, That one Henry Lewis, late of the State of Mississippi, is hereby recognized as a citizen of this nation, and entitled to all the rights, privileges, and immunities of a citizen of this nation, and this act shall take effect and be in force from and after its passage.

Approved, October 27, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 13.

An act in relation to the appointing commissioners to remove the Choctaws from the State of Mississippi.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled,* That there is hereby appropriated, out of any money in the national treasury not otherwise appropriated, and placed in the hands of commissioners (to be appointed by the principal chief), the sum of seventeen hundred and ninety-two dollars and fifty cents (\$1,792.50) upon the certificate of the principal chief to the national auditor, then the auditor shall issue his warrant to the national treasurer, and the national treasurer shall pay the same for the purpose of paying the expenses of the following-named Choctaws who now reside in the State of Mississippi; that is:

Wesley Williams and 6 in family, Rufus York and 6 in family, Charley York and 5 in family, Tom York and 2 in family, Sampson York and 3 in family,

Dixon York and 4 in family, Scott Burnie and 3 in family, Robert Anderson and 4 in family, Edmond Martin and 3 in family, Ben Sakke and 3 in family, John Sakke and 5 in family, William Cultie and 5 in family, Martin Worlark and 8 in family, Dixon Willis and 4 in family, Tom Cheto and 11 in family, Tom Davis and 7 in family, James Battiest and 1 in family, Davis Welch and 4 in family, Sakkee Susan and 7 in family, Sis Simm and 3 in family, Jack Columbus and 2 in family, Thomas Benton and 3 in family, Willie and 4 in family, W. E. Martin and 4 in family, Joe Yale and 3 in family, Billy Gipson and 1 in family, Thompson Baker and 1 in family, making in all one hundred and fourteen persons.

SEC. 2. *Be it further enacted*, That the principal chief shall appoint two commissioners, who shall proceed at once to the State of Mississippi, collect up said Choctaws, and bring them to this nation. Said commissioners to be appointed and commissioned by the principal chief and to take the required oath of office before any judge of a court of record of this nation, and to give bond, payable to the principal chief, to be approved by the said judge, in the sum of seventeen hundred and ninety-two dollars and fifty cents (1,792.50) for the faithful performance of their duties, and that the sum of eight hundred dollars (800) is hereby appropriated, out of any money in the national treasury not otherwise appropriated, to said commissioners, and upon presenting their commission to the national auditor he shall draw his warrant on the treasury for the sum of eight hundred dollars in favor of said commissioners, and the national treasurer shall pay the same.

SEC. 3. *Be it further enacted*, That the said eight hundred dollars (\$800)—that is, \$400 each to said commissioners—shall be in full compensation for their services as such commissioners.

SEC. 4. *Be it further enacted*, That said commissioners shall make a full report of their actions to the next general council at its next regular term in Oct., 1892, and to return any balance of money on hand to the national treasurer; and this act shall take effect and be in force from and after its passage.

Approved October 20, 1891.

J. H. BRYANT,

Acting Principal Chief of the Choctaw Nation.

LAWS OF THE GENERAL COUNCIL OF THE CHOCTAW NATION PASSED AT ITS REGULAR SESSION IN THE YEARS 1895 AND 1896.

BILL No. 2.

Resolution in regard to citizenship cases.

SECTION 1. *Be it resolved by the General Council of the Choctaw Nation assembled*, That all parties who claim citizenship to the Choctaw Nation, and intend proving the same, are hereby notified that they must file their petitions, as the law directs, on or before November 15th, 1895, as after said date no petitions will be entertained by the Choctaw Nation, and all parties who have their petitions filed are hereby notified that they must come forward and prosecute the same at once.

SEC. 2. *Be it further resolved*, That the national secretary is hereby requested to have this resolution printed in all the principal papers in the Choctaw and Chickasaw Nations, and that the sheriffs of each county are hereby notified to post this resolution in conspicuous places in their respective counties.

Approved, October 16, A. D. 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 5.

An act recognizing the citizenship of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That the following Mississippi Choctaws, late arrivals, to wit, Wm. Child, Mary Child, Martin Child, and Emil Child, Lester Jackson, Wilson Jackson, George Jackson, Joe Lewis, Amy Jackson, are hereby recognized as citizens of this

nation, and are entitled to all the rights, privileges, and immunities of other citizens of this nation; and this act take effect and be in force from and after its passage.

Approved, October 16, 1895.

JEFF GARDNER,
Principal Chief of the Choctaw Nation.

BILL No. 22.

An act admitting certain Choctaws from Louisiana to citizenship.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Jim Jackson, Emma Jackson, William Murphy, Martin Jackson, Fannie Jackson, Mary Jackson, Jim Jackson, jr., Sophy Jackson, Frank Jackson, Bankston Johnson, and John Dorsett are hereby admitted to all the rights and privileges of citizenship in the Choctaw Nation, and that this act shall take effect and be in force from and after its passage.

Approved, October 28, 1895.

JEFF GARDNER,
Principal Chief of the Choctaw Nation.

BILL No. 36.

An act admitting certain Choctaws from Mississippi to citizenship in the Choctaw Nation.

Be it enacted by the General Council of the Choctaw Nation assembled, That Sarah Whittle and her children, to wit; Arcoluh Whittle, age 22; Napoleon Whittle, age 18; Carrie Whittle, age 16; John Whittle, age 14; Arthur Whittle, age 11; Alma Whittle, age 7; Madge Lamar Whittle, age 5; and Clarence Whittle, age 3, are hereby admitted to all the rights, privileges, and immunities of citizenship in the Choctaw Nation, and this act take effect and be in force from and after its passage.

Approved, November 5, 1895.

JEFF GARDNER,
Principal Chief of the Choctaw Nation.

BILL No. 38.

An act admitting Betty A. Lewis and others.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Betty A. Lewis and her children, to wit, Frank Lewis, age 16; Bettie Lewis, age 14; May Lewis, age 10; Annie, age 8; Cora, age 6 years; Curtis, age 4 years; Alice, age 2 years; Winnie, age 6 months, are hereby admitted to all the rights, privileges, and immunities of other Choctaws, and this act take effect and be in force from and after its passage.

Approved, November 6, 1895.

JEFF GARDNER,
Principal Chief of the Choctaw Nation.

BILL No. 43.

An act admitting Billy Baker and other Mississippi Indians to citizenship.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Billy Baker, his children, Oscar Baker, age 15 years; Annie Baker, age 10 years; Sally Baker, age 7 years; and Solomon John, age 22 years; Susan John, age 19 years; Sissy John, age 13 years; and Hickman Lewis, age 27, all late arrivals from Mississippi, be and they are hereby admitted to all the rights and privileges in said Nation, of other Choctaws.

SEC. 2. *Be it further enacted*, That this act take effect and be in force from and after its passage.

Approved, November 8, 1895.

JEFF GARDNER,
Principal Chief of the Choctaw Nation.

BILL No. 44.

An act admitting Louis Traheon and his children to citizenship.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Louis Traheon and his children, Willie May Traheon, age 2 years; F. Traheon, age 6 months, be admitted to all the rights, privileges, and immunities with other Choctaws, and that this act take effect and be in force from and after its passage.

Approved, November 9, 1895.

JEFF GARDNER,
Principal Chief of the Choctaw Nation.

BILL No. 52.

An act admitting Mattie Baggett and children.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Mattie Baggett and her children, Willie Baggett, age 5; Gracy Baggett, age 6; and Ida Jane Baggett, age 9 months, be admitted to the rights and privileges of citizenship of other Choctaws, and that this act take effect and be in force from and after its passage.

Approved, November 11, 1895.

JEFF GARDNER,
Principal Chief of the Choctaw Nation.

APPENDIX No. 5.

An act entitled "An act defining the duties and powers of the commissioners, the jurisdiction of the court of claims, fixing their pay, and for other purposes."

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation*, That whereas the Senate of the United States has awarded to the Choctaws the net proceeds of the land ceded by them to the United States by the treaty of Dancing Rabbit Creek, September, A. D. 1830, deducting therefrom the proper expenditures for surveying, selling, &c.

SEC. 2. *Be it further enacted*, That whereas the Choctaws, by the 12th article of the treaty of June 22d, 1855, accepted the same in full satisfaction of national and individual claims, thereby becoming liable and assuming the payment of individual claimants.

SEC. 3. *Be it further enacted*, That the three commissioners now appointed under 6th section of the constitution and two others to be appointed by the governor, who, after being commissioned and qualified according to law, shall be, and the same are hereby, constituted a court of claims, who, before entering upon the duties of their office, shall take the oath of office prescribed in the constitution, which oath may be administered by the governor or judge of any court of record.

SEC. 4. *Be it further enacted*, That the court of claims shall have jurisdiction over all claims for self-emigration, all claims under the 14th and 19th articles of the treaty of September, 1830, and also claimants under the supplement, claims for lost property in emigrating to this nation during the years 1831, 2, and 3, and for property scheduled to the General Government agents.

SEC. 5. *Be it further enacted*, That all claims against the nation shall be brought within 18 months from and after the passage of this act, and not thereafter. Claimants shall have the right to appear before said court of claims in proper person or by attorney; provided, that none shall be attorneys except those legally qualified to practice before the courts of this nation, being citizens thereof.

SEC. 6. *Be it further enacted*, That said court of claims shall, as well as claimants, have the power to summon any person or persons as witnesses on the part of the nation, and in case the personal attendance of the summoned can not be had depositions may be taken by either party before any judge or other officer legally qualified to administer an oath, sufficient notice being given to the adverse party of the time and place of taking the same.

SEC. 7. *Be it further enacted*, That the court of claims shall choose from among themselves the presiding commissioner, who shall be styled the chief

commissioner, and enter the same on the minutes of the court, and said chief commissioner shall have power to sign the minutes and certify any matter of fact of record in said court.

SEC. 8. *Be it further enacted*, That the court of claims shall have power to appoint a clerk, by and with the advice of the governor, to hold his office as long as business may require, but may be removed for any good and sufficient cause from office. Said clerk shall take the oath of office prescribed in the constitution before any judge of a court of record, and shall be allowed for his services three dollars per day, payable quarterly out of the national treasury by certified certificate from under the hand and seal of the chief commissioner of the court.

SEC. 9. *Be it further enacted*, That for preventing errors in entering upon the judgment or orders of said court the minutes of the proceedings every day shall be drawn up by the clerk before the next day's sitting of the court, when the same shall be read in open court and such corrections as may be necessary made and then signed by the chief commissioner of the court, and carefully preserved in a well-bound book to be kept for the purpose, if necessary, of making a pro rata payment on adjudicated claims of judgment rendered, and the last day of each sitting of said court the proceedings of the day shall be drawn up, read, corrected, and signed on the same day as aforesaid.

SEC. 10. *Be it further enacted*, That the commissioners shall for their services receive three dollars for every day they shall be actually engaged in the discharge of their duties as commissioners, payable quarterly out of any funds in the National Treasury not otherwise appropriated—a certificate, under the hand and seal of the chief commissioner, of the number of days and the amount shall be presented to the Auditor, who shall issue his warrant on the National Treasurer for the same.

And be it further enacted, That the witness or witnesses appearing in behalf of the nation in the court of claims will be allowed two cents per mile and fifty cents per day in attending the above said court, out of any money in the Treasury not otherwise appropriated, on the order or certificate of the chief commissioner, to the National Auditor for the same.

SEC. 11. *Be it further enacted*, That in case any vacancy shall occur in the court of claims, either by death, resignation, or removal from office, the governor shall have power to fill such vacancy by appointment.

SEC. 12. *Be it further enacted*, That in case of necessity the court shall have power to appoint a bailiff who shall execute all orders of said court and for his services shall receive the same as that of constable for like services.

SEC. 13. *Be it further enacted*, That the said court shall hold its session at the following places, to wit: Skullyville, one month, commencing 1st Monday in January, 1860; John Riddle's, two weeks, commencing 1st Monday in February, 1860; Boggy Depot, commencing third Monday in February, to hold two weeks; Mayhew, three weeks, commencing first Monday in March, 1860; Jno. Caffrey's, three weeks, commencing 4th Monday in March, 1860; Doaks-ville, one month, commencing third Monday in April, 1860; Lukfatah, one month, commencing third Monday in May, 1860; Jessee McKinney's, two weeks, commencing third Monday in June, 1860.

Be it further enacted, That in case the said court of claims shall not complete the adjudication of claims enrolled within specified times then additional terms shall be held by said court; times and place to be fixed by said court for final and entire adjudication.

Approved, October 21, 1859.

An act making distribution of the "net proceeds" money arising under judgment of the Court of Claims of the United States rendered on the 16th day of December, A. D. 1886.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That the Principal Chief of the Choctaw Nation is hereby authorized to appoint three competent persons as commissioners, one from each district, by and with the advice and consent of the Senate, who shall be commissioned by the principal chief, and before they enter upon the discharge of their duties shall take the oath of office prescribed by the constitution, and they shall elect one among themselves chief commissioner, and shall appoint a clerk and bailiff, and a majority of the commissioners shall constitute a quorum for the dispatch of business.

SEC. 2. *Be it further enacted*, That the duty of these commissioners shall be to proceed as soon as practicable to ascertain the legal heirs of the individual claims that have been adjudicated by the court of claims of the Choctaw Nation under acts of the General Council approved 1872 and May, 1875, which adjudication amounted to eight hundred and twenty-five thousand dollars (\$825,000.00). If no reasonable objection appears, the commission shall issue certificates, signed by the commissioners present and attested by the clerk, for the amount of such claims to the person entitled thereto, and the United States Indian agent for the Five Civilized Tribes shall pay said certificates out of the net proceeds money.

SEC. 3. *Be it further enacted*, That the United States Indian agent for the Five Civilized Tribes is hereby authorized to make requisitions on the proper authorities of the United States on behalf of the Choctaw Nation for sufficient sums of money to pay the liabilities of the Choctaw Nation to the individual claims that have been adjudicated, or may hereafter be adjudicated, by the proper authorities of said Nation, and claims so adjudicated shall be reported to the United States Indian agent for the Five Civilized Tribes by the commission. The first requisition shall be for eight hundred and twenty-five thousand dollars (\$825,000.00), to be paid to said agent out of the sum of one million four hundred and thirty-six thousand two hundred and seven and 15/100 dollars (\$1,436,207.15), balance due the Choctaw Nation under judgment of the Court of Claims of the United States, rendered on the 16th day of December, 1886, for the purpose of settling the individual claims that have been adjudicated by the court of claims of the Choctaw Nation, under acts of the General Council approved 1872 and May, 1875.

SEC. 4. *Be it further enacted*, That said commission, for the better convenience of the claimants, shall hold their meetings at the following places, to wit: In the first district at Poteau Station, Sans Bois court ground, and McAlester, fifteen business days at each place. In the second district at the circuit court ground at Sulphur Springs, Nashoba County, twenty business days, and at Lukfatah, in Boktuko County, ten business days. In the third district at the circuit court grounds, in Jackson County, thirty business days, and at Stringtown, in Atoka County, twenty business days, and in order to give every claimant an opportunity to appear before said board the commission shall hold thirty business days at Tushkahomma, which shall be the final meeting of said commission.

SEC. 5. *Be it further enacted*, That the clerk shall keep a fair and correct record of the proceedings of the commission, and the bailiff shall serve all orders and commands of the commission and keep order during business hours, and for that purpose he is hereby authorized to arrest any person for disturbing any person at the place of meeting, attending to business or for any other purpose, and turn such person over to the sheriff of the county where the meeting is held.

SEC. 6. *Be it further enacted*, That said commission shall, under no circumstances, make allowance to any person whose claim has been rejected by the revisory board held at Atoka in the year 1876, but may, and are hereby required to, examine any new claim that may be presented and, if just, allow the same.

SEC. 7. *Be it further enacted*, That if a vacancy occurs by death or refusal to serve the vacancy shall be filled by appointment of the principal chief; the principal chief shall set the time for the first meeting of the commission, to be held at Poteau Station, by giving fifteen days' notice to the commissioners, and the commissioners shall give fifteen days' notice before meeting at each place of meeting after the first meeting.

SEC. 8. *Be it further enacted*, That said commission shall receive for their services herein the sum of five dollars each per day and mileage ten cents per mile actually traveled in going to and from each place of meeting. The clerk and bailiff shall receive the same pay as a commissioner. The chief commissioner shall issue certificate on the national auditor for the pay of the officers of the commission, and the treasurer shall pay the same.

SEC. 9. *Be it further enacted*, That said commission shall procure at the expense of the Choctaw Nation all stationery necessary to run the business of the commission; the chief commissioner shall issue his certificate on the national auditor for the amount necessary to pay for the stationery, and the auditor issue his warrant on the treasurer for the same.

For the guidance of the commission in examining claims and issuing certificates, the principal chief is hereby authorized to immediately procure the roll of the individual claimants that appears of record in the Interior Department at

Washington, D. C., at the expense of the Choctaw Nation payable on the certificate of the principal chief on the national auditor, and he shall issue his warrant on the treasurer for the same. All expenses incurred by the Choctaw Nation on account of the Court of Claims shall be refunded out of the net proceeds money after individual claims are paid.

SEC. 11. *Be it further enacted*, That the national secretary is hereby directed to furnish a certified copy of this act, one to the Commissioner of Indian Affairs, one to the Secretary of the Interior, and one to the United States Indian agent for the Five Civilized Tribes; and all acts coming in conflict with this act are hereby repealed, and this act shall take effect and be in force from and after its passage.

Approved, Nov. 6, 1888.

B. F. SMARTWOOD,
Principal Chief of the Choctaw Nation.

This is to certify that the above and foregoing pages Nos. 1-51 is a true and correct copy from the original act now on file in this office.

Witness my hand and the seal of the Choctaw Nation this November 26, 1888.

A. TELLE,
National Secretary Choctaw Nation.

APPENDIX No. 6.

SUPPLEMENTAL AGREEMENT BETWEEN THE UNITED STATES AND THE CHOCTAW AND CHICKASAW NATIONS APPROVED BY ACT OF CONGRESS OF JULY 1, 1892 (52 STAT. L., P. 641).

MISSISSIPPI CHOCTAWS.

41. All persons duly identified by the commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stats., 495), as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation, concluded September 27, 1830, may, at any time within six months after the date of their identification as Mississippi Choctaws by the said commission, make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such commission within one year after the date of their said identification as Mississippi Choctaws shall be enrolled by such commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to the special provisions herein provided as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said commission after six months subsequent to the date of the final ratification of this agreement, and in the disposition of such applications all full-blood Mississippi Choctaw Indians and the descendants of any Mississippi Choctaw Indians, whether of full or mixed blood, who receive a patent to land under the said fourteenth article of the said treaty of eighteen hundred and thirty who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June twenty-eighth, eighteen hundred and ninety-eight, shall be deemed to be Mississippi Choctaws, entitled to benefits under article fourteen of the said treaty of September twenty-seventh, eighteen hundred and thirty, and to identification as such by said commission, but this direction or provision shall be deemed to be only a rule of evidence and shall not be invoked by or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood or who is not the descendant of a Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the right of citizenship in the Choctaw Nation. All of said Mississippi Choctaws so enrolled by said commission shall be upon a separate roll.

42. When any such Mississippi Choctaw shall have in good faith continuously resided upon the lands of the Choctaw and Chickasaw Nations for a period of three years, including his residence thereon before and after such enrollment, he shall, upon due proof of such continuous bona fide residence made in such manner and before such officer as may be designated by the Secretary of the Interior, receive a patent for his allotment, as provided in the said agreement.

and he shall hold the lands allotted to him as provided in this agreement for citizens of the Choctaw and Chickasaw Nations.

43. Applications for enrollment as Mississippi Choctaws, and applications to have land set apart to them as such, must be made personally before the commission to the Five Civilized Tribes. Fathers may apply for their minor children; and, if the father be dead, the mother may apply; husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney, in the discretion of said commission.

44. If within four years after such enrollment any such Mississippi Choctaw or his heirs or representatives, if he be dead, fails to make proof of such continuous bona fide residence for the period so prescribed, or up to the time of the death of such Mississippi Choctaw, in case of his death after enrollment, he and his heirs and representatives, if he be dead, shall be deemed to have acquired no interest in the lands set apart to him, and the same shall be sold at public auction for cash under rules and regulations prescribed by the Secretary of the Interior, and the proceeds paid into the Treasury of the United States to the credit of the Choctaw and Chickasaw Tribes, and distributed per capita with other funds of the tribe. Such lands shall not be sold for less than their appraised value. Upon payment of the full purchase price patent shall issue to the purchaser.

APPENDIX No. 7.

NOVEMBER 23, 1904.

COMMISSION TO THE FIVE CIVILIZED TRIBES,

Muskogee, Ind. T.

GENTLEMEN: The department is in receipt of your report of June 3, 1904, resubmitting the record in the matter of the application of Jim Gift, M. C. R. 1659, et al., for identification as Mississippi Choctaws, rendered in compliance with departmental letters of February 25, 1903, and February 19, 1904.

From the testimony furnished by the witnesses in this case it appears that Jim Gift, the principal applicant, through whom the others claim, was born in Sumter County, Ala., a few years prior to the treaty of September 27, 1830. He is of mixed Choctaw and negro blood. His mother was a Choctaw woman named Libby, who in early life lived in Greene County, Ala. From there she removed to Sumter County, Ala., where the principal applicant was born, and thence westward to Kemper County, Miss. In the latter county the principal applicant lived until he became an old man. He has lived near Lockhart, Lauderdale County, which is the county south of Kemper County, for the last 12 or 15 years.

It appears from the records of the Indian Office that in 1831 an application was made by a Choctaw woman named Lucy for the benefits of article 14 of the treaty of September 27, 1830. This application was made at the "old factory" in Sumter County, Ala., which was situated within a few miles of her residence, on behalf of herself and her children. No record was kept of her application, and subsequently she presented an application in 1843 to the commissioners acting under the act of Congress of August 23, 1842 (5 Stats., 513). As a result of this application, scrip was issued to Lucy and to her children, among whom was a child named Jimmy, who was under 10 years of age when the treaty was made.

Out of the facts enumerated two questions arise: First, Is the testimony sufficient to identify the applicant and his mother Lucy with the Jimmy and Lucy of record to whom scrip was issued? and, second, Is the issuance of scrip under the act referred to sufficient evidence that the recipients of same complied or attempted to comply, in person or otherwise, with the provisions of article 14 of the treaty of September 27, 1830?

From your report of June 3, 1904, and decision of October 10, 1902, it appears that you are of the opinion that the testimony of Jim Gift is unreliable and that the testimony is accordingly insufficient to identify the applicant as the scribe of record.

Respecting the point of law involved, it further appears that you are of the opinion that section 41 of the act of July, 1902 (32 Stats., 641), contains no express provision authorizing the identification of scribees and their descendants. You are, however, for the reasons stated by you, of the opinion that said

section does not operate in any respect to prevent the identification of persons as Mississippi Choctaws who were entitled to identification as such prior to said act, and that scribees and their descendants, where the facts are sufficient to warrant the same, are still entitled to identification.

The Commissioner of Indian Affairs, in his report of December 16, 1902, and the acting commissioner, in his report of November 2, 1904, are of the opinion that the testimony is sufficient to establish that Jim Gift and his mother Lucy are the identical Jimmy and Lucy to whom scrip was issued. The acting commissioner sets forth at considerable length his reasons for believing that the testimony of Jim Gift is reliable, and could not possibly be a fabrication. In respect to the point of law involved, the acting commissioner is also of the opinion that persons entitled to identification before the act of July 1, 1902, *supra*, were not, by virtue of that act, barred from identification. He is of the opinion, however, that section 41 thereof is in itself sufficient authority for the identification of scribees and their descendants as Mississippi Choctaws. Whether the acting commissioner's view as to section 41 is correct or not, the result of this case will be the same.

The department has compared the testimony furnished by the applicants and their witnesses with the information furnished by the Indian Office, and is satisfied that if the testimony is to be accepted as reliable it is sufficient to establish the conclusions of the Indian Office as to the questions of fact involved. The testimony connected with the parentage of Jim Gift showing his mixture of African and Choctaw blood, his mother's name and her various residences, her appearance before the Indian agent at "Yazoo" City, the date of her death, Jim Gift's place of birth, and his various places of residence, the testimony concerning his twin sister and the name of his other relatives, agrees substantially in so many respects with the testimony of a like character relative to the Jimmy and Lucy of record and the various members of the family to which they belonged; that the identity of Jim Gift with said Jimmy of record can not be reasonably questioned.

There remains to be considered the question of law involved relative to the rights of scribees and their descendants. Concerning said section 41 of the act of July 1, 1902, the Attorney General of the United States, in an opinion rendered June 19, 1903, used the following language:

"This agreement must, of course, be construed in the light of the circumstances under which it was made, and with a purpose to ascertain the intention of the parties thereto. Manifestly the parties did not intend to abridge the rights of any person theretofore entitled by law to identification as a Mississippi Choctaw, but they did intend to permit the identification of some persons who had not prior to that time been able to bring themselves within the requirements of the rules established by the commission—persons, the evidence of whose rights under the treaty of 1830, could not be secured, but who the Government of the United States and the Choctaw Indians, 'in their generosity,' desired should share in the benefits arising out of the provisions of that treaty. * * *

"In my opinion, paragraph 41 of the agreement of 21st March, 1902, does not require the identification of part-blood children of Mississippi Choctaws themselves identified solely by reason of full blood. Such children must in some other way, if possible, establish their claims to participate in the benefits arising from the treaty of 1830. They have not been deprived by the agreement of anything to which they were entitled before its conclusion."

From this opinion it seems clear that if the descendants of scribees were entitled to identification as Mississippi Choctaws prior to the ratification of the Choctaw-Chickasaw agreement, they are not now barred from such identification. The rule in force prior to the ratification of said agreement permitted the identification of applicants whose ancestors complied or attempted to comply, in person or by proxy, with article 14 of the treaty of September 27, 1830. It is therefore necessary to determine whether scribees and the descendants of scribees come within this rule. Article 14 of the treaty of 1830 states:

"Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age, and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the

ratification of this treaty, in that case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

Owing to the failure of the Government to furnish an agent promptly upon the ratification of the treaty, and for the further reason that said agent, after entering upon his duties, was derelict in his performance of the same and refused to enroll many who applied for the benefits of the treaty, only a mere handful of the persons entitled to such benefits were enrolled. To adjust and settle the land claims arising under this article Congress subsequently provided commissions to adjudicate all such claims, and in the act of August 23, 1842, *supra*, the commission was specifically instructed in section 3 thereof as to the requisites constituting sufficient compliance with article 14 of said treaty to entitle those complying therewith to lands guaranteed by it. Where applicants established to the satisfaction of the commissioners and the Secretary of War that they had complied with the requisites specifically enumerated in said section 3, patents were to be issued to them covering in whole or in part improvements made by them at the date of the treaty of Dancing Rabbit Creek. In cases where it appeared that applicants had done everything within their power to comply with the treaty but had failed to maintain continuous residence for five years after the ratification of the treaty upon the lands claimed by them, such failure being due to the fact that the Government had before the expiration of the five-year period patented said lands to others, a substitute arrangement was made whereby their claims were to be settled by the issuance of certificates entitling them to select an equal amount of public land in the United States open to selection in the States of Mississippi, Alabama, Louisiana, and Arkansas, the acceptance of such certificates by the applicants to operate as "a full satisfaction and discharge" of their claims against the United States to land under article 14 of the treaty of 1830.

It will thus be seen that patentees and scribees stood on exactly the same footing, so far as the merits of their cases were concerned, but the latter were compelled to accept as the fruits of their compliance with the treaty a substituted performance on the part of the Government, by which they received other lands than those which they were promised by the treaty. Can it be held that this substituted performance proposed by the Government as a settlement of the land claims of fourteenth-article applicants and accepted by them in full satisfaction of such claims, operates in any respect to alter their claims against the Choctaw Nation to a portion of its lands west of the Mississippi, claims founded upon the guaranty in said article 14 that "persons who claim under this article shall not lose the privilege of a Choctaw citizen"? The department does not so consider. The only relation existing between patents and scrip and land rights in the Choctaw Nation is this: So far as the rights of fourteenth-article claimants to Choctaw lands west of the Mississippi is concerned, patents and scrip serve only as evidence that the persons to whom they were issued elected for themselves and for persons claiming through them, not to relinquish their rights as Choctaw citizens, except to the annuities. Other than this the action of the United States in adjudicating the claims of these people against it for lands under article 14 has nothing whatever to do with their claims against the Choctaw Nation for a share of its lands lying west of the Mississippi.

The department is therefore of the opinion that scribees and their descendants come within the rule referred to above as being persons or descendants of persons who attempted to comply with article 14 of the treaty of September 27, 1830. In this connection it should be noted that it is not the intention of the department to hold that this is the only form of attempted compliance which can be recognized, or that other forms of attempted compliance will be recognized. Other cases of attempted compliance must be determined as presented.

You are accordingly directed, in accordance with the recommendation of the Indian Office, to identify these applicants as Mississippi Choctaws, and to so advise them and their attorneys. In so doing you are requested to inform them respecting the time limit within which they are required to remove to the Choctaw Nation after receiving notice from you.

A copy of the acting commissioner's letter of November 2, 1904, is inclosed herewith.

Respectfully,

THOS. RYAN,
Acting Secretary.

Part Four

[Copy.]

THE PORTLAND,
WASHINGTON, D. C., *June 12, 1913.*

HON.^{RE} FRANKLIN K. LANE,
Secretary of the Interior.

DEAR SIR: The matter of the reopening of the Choctaw and Chickasaw rolls has reached a serious condition. As attorney for the Choctaw Nation, I find myself somewhat handicapped in the fight to prevent the rolls from being reopened by not knowing definitely who is behind the movement.

There are, of course, a great number of attorneys who appear before the committees of Congress and before your office in these matters but there are definite rumors to the effect that these attorneys are not the only parties interested. Contracts have been taken from a great number of persons who claim to have a right to enrollment and, it is rumored, that these contracts have been turned into a syndicate and capitalized and that the money derived from the sale of the contracts is being used to lobby a provision through Congress to reopen the rolls.

There are many other rumors in connection with this matter which are not as definite as the one I have stated. I have not enough information to make a charge of the nature suggested and be able to establish the charge after it became public. It would be ruinous to any man to make a charge of this nature and not be able to substantiate it. For this reason I respectfully request that you detail an inspector to investigate this matter and report the facts relative thereto.

This is a matter in which your office is deeply interested as well as the Indian Tribes. It was under the supervision of the Secretary of the Interior that the

rolls of these nations were made and completed. If the rolls are thrown open, the Indians will suffer great and irreparable injury and we appeal to your office for the assistance which the Government owes in the protection of the rights of the Indians.

I will be glad to confer with you on this matter at your convenience. We desire your office to assist us in ascertaining the facts before a public charge is made. If the facts do not warrant it the charge need not be made.

I wish it to be understood, however, that this letter is not to be construed to imply that I think any member of Congress or the Senate is financially interested in these contracts as I have no information to that effect.

Very respectfully,

(Sgd.)

P. J. HURLEY,

National Attorney for the Choctaw Nation.

Part Five

3

ENROLLMENT WITH THE FIVE CIVILIZED TRIBES

HEARINGS

BEFORE

SUBCOMMITTEE OF THE COMMITTEE ON INDIAN AFFAIRS

HOUSE OF REPRESENTATIVES

SIXTY-THIRD CONGRESS

SECOND SESSION

ON

BILLS FOR ENROLLMENT WITH THE
FIVE CIVILIZED TRIBES

JULY 2, 1914



WASHINGTON
GOVERNMENT PRINTING OFFICE

1914

SUBCOMMITTEE.

CHARLES D. CARTER, *Chairman.*

J. D. POST.

PHILIP P. CAMPBELL.

ROBERT P. HILL.

CLARENCE B. MILLER.

ENROLLMENT WITH THE FIVE CIVILIZED TRIBES.

Mr. CARTER (interposing). Right along that line, how many contracts have you with these people?

Mr. CANTWELL. I have, in all, contracts with 4,200 persons.

Mr. CARTER. What compensation do those contracts provide?

Mr. CANTWELL. They provide that the fee shall be fixed by act of Congress or subject to change by act of Congress and by the Secretary of the Interior. They provide for from 25 per cent to 35 per cent. A part of them provide for 35 per cent.

Mr. POST. If these 4,000 persons were enrolled as citizens of the Choctaw Nation, and if they were entitled to all of the emoluments that you claim for them, what would be the aggregate amount coming to them?

Mr. CANTWELL. They are not claiming under this bill the distributions which were made per capita that they did not go out there to be identified for; that is, those cash distributions that were made during the time the tribe was in existence of lease money or of the net proceeds of them. They are simply equitably entitled to them, but they are claiming instead of the lands that those now on the rolls have gotten or this bill provides that they shall get a full and equal quantity of land at twice the nominal appraised value. That amounts, so far as these lands go, to about \$2,000 apiece. It would amount to an equal distribution if awarded those rights——

Mr. POST (interposing). What do you estimate that to be?

Mr. CANTWELL. The estimates vary. Everyone now on the rolls has gotten his 320 acres at a nominal appraisement, and those lands are in many cases worth \$100 per acre to-day. There would probably be, at a low estimate, \$25,000,000 or \$30,000,000 worth of property left; that is, at the very lowest estimate.

Mr. CARTER. I have here what purports to be a copy of a contract, printed with the name of Cantwell & Crews on it, which contains the following provision:

Fifth. To collect and receive all sums of money, lands, and property that may lawfully be collected, selected, and received by reason of said rights hereafter, and to faithfully pay over and account to the party of the first part for all such sums of money, lands, and property after deducting the compensation herein provided for.

* * * * *

Mr. CARTER. I notice here an affidavit by A. P. Powell, in which he sets out, I believe, that he has taken, through Milton J. Turner, Robert L. Fortune, and others, contracts for about 2,300 people. He states in that affidavit that he has taken 2,300 of these contracts and turned them over to Cantwell & Crews.

Mr. CANTWELL. I do not know what the contents of that affidavit are, but that is probably true. If that is what he says, that is probably true. I think, if you desire any information in regard to those

contracts—I only want to say this to you, that we had some difficulty with Mr. Powell. Mr. Powell was sent to Mississippi under a salary of \$150 per month and expenses to take these contracts for our firm. He charged in his expenses for notary fees and everything else. We learned that he was charging some of these people small sums of money, and I got him to St. Louis and asked him about it and jacked him up about it. Then we bought Powell's interest entirely out. There is an affidavit which was made on the 6th day of November, 1911. You understand that these contracts taken by Powell have no connection with these others.

Mr. CARTER. Let us see what it is. Do you say that this provision, authorizing you to collect and receive all sums of money, lands, and property that may lawfully be collected, etc., is not in your contract with the Mississippi Choctaws?

Mr. CANTWELL. I will send you an exact copy of the contract with the Mississippi Choctaws. I believe there was a copy of the form furnished in that investigation of Indian contracts made by the committee, but if there is not I will send you a copy of it.

Mr. CARTER. Now, then, Mr. Cantwell, I notice that Mr. Powell testifies to having turned over about 4,200 contracts with Mississippi Choctaws to Crews & Cantwell. Then another gentleman states that he has turned over—I have not that affidavit here with me—but he states that he has turned over to Crews & Cantwell about 1,300 contracts with Mississippi Choctaws in addition to the ones turned over by Powell. That was a gentleman by the name of Luke W. Conerly, of Gulfport, Miss.

* * * * *

Mr. CANTWELL. If the committee desires, I have all the contracts, except about 400 which are in the possession of Mr. Luke W. Conerly, of Gulfport, Miss., in a safe deposit in Washington, with a memorandum of the evidence made by each claimant, and they are open to the inspection of the committee at any time.

Mr. CARTER. Mr. Powell says that he charged each applicant from \$1.25 to \$2.50.

He says:

After the 4,000 were registered, more applicants came in, and I charged them \$1.25 each. I made this charge because the money that had been advanced by Crews, Cantwell, and Hulbert was exhausted, and they refused to put up any more money for taking applications. This charge by me was to cover expenses of continuing the work of getting applications. I sent all these claims that I was making a charge for to Crews & Cantwell. I went from Bay St. Louis to Washington to see Mr. Cantwell, and he tried to get Hulbert to put up more money, and Hulbert notified me at Jackson, Miss., that he had put up \$7,000, and that we had to take proof of the same, and that he was willing to put up the \$7,000 for that purpose. He has not put it up yet.

Then he says:

I went to Monticello and took applications for Crews and Cantwell and charged \$2.50 each there. I took about 100 names there. I took a few names at Biloxi and charged \$1.25 for each applicant there. These claims were for Crews and Cantwell. I also visited Meridian and took about 88 applications there for Crews and Cantwell, but for which no charge was made.

Mr. CANTWELL. I want to say unqualifiedly and as strongly as I can say it that if Mr. Powell or anybody else says that we ever authorized him to charge \$2.50 and knew he was charging \$2.50, or

any sum whatever, for any of these contracts, he is an unmitigated perjurer. Never, with our consent, was there one dollar of money charged; and, furthermore, as this affidavit which I submit to you shows, when we discovered that he had done it, we paid Powell a large sum of money to get rid of him.

Mr. CARTER. When did you sever the connection?

Mr. CANTWELL. This circular which was sent out on the 16th of February, 1912, shows our full connection with Mr. Powell.

Mr. CARTER. Does it show the date?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. Do you know what the date is?

Mr. CANTWELL. Some time in January or February, 1912.

Mr. CARTER. That was after the time he had made this affidavit. This was on April 27, 1911.

Mr. CANTWELL. He is an unmitigated liar if he ever says that any charge was ever made, because he charged us with all the expenses and we got vouchers for them. Our instructions to him were not under any circumstances to permit anybody to pay him anything. I would like to have this made a part of the record.

Mr. CARTER. Yes, sir. Since the time that you severed connection with him you have not authorized him in any way to act for you or Mr. Crews?

Mr. CANTWELL. No, sir.

Mr. CARTER. Has he continued to take contracts?

Mr. CANTWELL. I do not know who he has taken contracts for. I understand he has been down to Mississippi. The only contracts taken for us were contracts taken by Mr. Luke W. Conerly, at Gulfport, Miss.

Mr. CARTER. He is your agent?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. He is still continuing to take contracts?

Mr. CANTWELL. I believe so.

Mr. CARTER. When you separated from Mr. Powell, did you give him any letter of recommendation?

Mr. CANTWELL. Yes, sir; I committed the unpardonable folly of writing a letter to Powell—he is a very peculiar human being, you know, very active—in which I complimented him for staying here and keeping open the Mississippi Choctaw matters. He and Nichols, as you know, stayed around in this Capitol and haunted everybody for months and months when practically everybody in Oklahoma and Mississippi had given up hope, and I wrote a letter to Powell which gave Powell entirely too much credit and which he immediately had lithographed. He changed one part of it, one sentence in the original copy, and spread it all over Mississippi. There is nothing in that to be ashamed of except that I was probably too generous in giving him something to which he was not entitled.

Mr. CARTER. You found out at the time you made this settlement and turned him off that he was a man of bad repute?

Mr. CANTWELL. At the time we made this settlement?

Mr. CARTER. Yes, sir.

Mr. CANTWELL. Mr. Carter, after we made that settlement with Mr. Powell and engaged Mr. Conerly, Powell, I was afraid, would go down to Mississippi and go to taking contracts. I was afraid that we could not keep him quiet. I did not want him to take any more con-

tracts. I agreed to pay Powell a small salary if he would go down there and stay there under the direction of Conerly. After we bought him out, simply to dispose of him, we agreed to pay him \$50 or \$60 a month.

Mr. CARTER. So he did work for you after that?

Mr. CANTWELL. No; he went down there with the understanding that he was not to take any contracts at all.

Mr. CARTER. But was to draw a salary?

Mr. CANTWELL. Yes, sir. He telegraphed me from some point down there that the deal was off, and the next day he went to taking contracts.

Mr. CARTER. On his own hook?

Mr. CANTWELL. On his own hook, I suppose. I got out this circular. That was the occasion for getting out this circular.

Mr. CARTER. Do you not think that giving him this letter from a firm of lawyers like yourself and Mr. Crews might give a certain standing that would enable him to take contracts that he could not possibly have gotten without that letter?

Mr. CANTWELL. I am inclined to think that that is probably true.

* * * * *

Mr. CARTER. How much does the Harrison bill provide shall be paid to each claimant?

Mr. CANTWELL. Double the appraised allotment.

Mr. CARTER. Two thousand and eighty dollars?

Mr. CANTWELL. Approximately.

Mr. CARTER. It is stated here that 9,558 of these contracts are controlled by Crews & Cantwell. Without regard to whether that is or is not true, a calculation of 9,558 multiplied by \$2,000 would be \$19,116,000, and if the fees set out in your contracts were paid to you, you would get about one-third of that sum. Some of them are 30 per cent and some 35 per cent?

Mr. CANTWELL. I do not think there are any 35 per cent.

Mr. CARTER. This one here is 35 per cent.

Mr. CANTWELL. That is not a Mississippi Choctaw contract.

Mr. CARTER. It provides for the enrollment of the people?

Mr. CANTWELL. Yes, sir; but that would include freedmen and all.

Mr. CARTER. That would aggregate a fee of \$6,338,000. That would be a great deal more than Mansfield, McMurray & Cornish ever dreamed of, and their fee of \$750,000 seemed excessive.

Mr. CANTWELL. That predisposes that all are going to be enrolled. In the next place, it includes in your estimate a great many people who are not Mississippi Choctaws, who could be eliminated from consideration.

Mr. CARTER. If they were enrolled, they would be entitled to the same consideration?

* * * * *

Have you hypothecated any of those contracts?

Mr. CANTWELL. No; I have hypothecated none of those contracts. There has never been a hypothecation of any of those contracts, so far as we are concerned. There are some gentlemen in Texas who are interested with us in those contracts and in what sum may be recovered who have advanced money for taking those contracts and have agreed to advance some money for the necessary expenses whenever we get an opportunity to be heard.

Mr. CARTER. How much have they advanced?

Mr. CANTWELL. They have advanced altogether—I do not know the exact figures, but it is probably \$15,000.

Mr. CARTER. What security did they take?

Mr. CANTWELL. They took an agreement from us that they should have an interest in whatever we might recover.

Mr. CARTER. That would practically be a hypothecation?

Mr. CANTWELL. That is not hypothecation; it is a declaration that they shall receive a certain proportion.

Mr. CARTER. How much are they to receive for financing it?

Mr. CANTWELL. My recollection is that in the case of the Mississippi Choctaws it is 60 per cent, whatever it may be.

Mr. CARTER. Whatever your fee is?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. What is the name of the concern that is financing these contracts?

Mr. CANTWELL. It was incorporated by these people under this agreement and called the Texas-Oklahoma Investment Co.

Mr. CARTER. Who compose the corporation?

Mr. CANTWELL. A number of gentlemen in Houston, Tex.; friends of Mr. Harris Masterson.

Mr. CARTER. Do you know any of the other names?

Mr. CANTWELL. I do not know any except Mr. Masterson and Mr. Hulbert.

Mr. CARTER. Are those the only people you have negotiated with concerning these contracts for the purpose of raising money?

Mr. CANTWELL. Those are the only people with whom we have ever signed a contract assigning any interest called the Texas-Oklahoma Investment Co.

Mr. CARTER. Did you have any business with a fellow named C. B. Molling in Ohio?

Mr. CANTWELL. No, sir.

Mr. CARTER. With Mr. Dechant?

Mr. CANTWELL. No, sir.

Mr. CARTER. Did you have any correspondence with him?

Mr. CANTWELL. No, sir. He may be a stockholder in the Texas-Oklahoma Investment Co. He may have sold his stock to somebody else, but so far as my knowledge goes—

Mr. CARTER (interposing). It was an organized stock company?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. And the stock was sold?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. What is the capital?

Mr. CANTWELL. I think the capital is \$100,000.

Mr. CARTER. What was the capitalization based upon?

Mr. CANTWELL. It was based on the assignment of the contract.

Mr. CARTER. What was the relative value between the capitalization and the fee?

Mr. CANTWELL. There was an agreement to put up \$25,000, and to give Mr. Crews and myself 40 per cent of the stock. In other words, the contracts were assigned to the Texas-Oklahoma Investment Co.; they agreed to provide a fund of \$25,000.

Mr. CARTER. And you take 60 per cent?

Mr. CANTWELL. Forty per cent.

Mr. CARTER. And they 60 per cent?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. They to pay in \$25,000 for the 60 per cent?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. Then there has been really \$25,000 paid instead of \$15,000?

Mr. CANTWELL. You asked how much had been spent.

Mr. CARTER. There is still \$10,000 to be paid in?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. And they were to have 40 per cent?

Mr. CANTWELL. Sixty per cent.

Mr. CARTER. Then, for \$25,000, if these contracts should go through, they would expect to realize \$3,802,000?

Mr. CANTWELL. Of course, Mr. Carter, I have not speculated on anything of that sort. When the time comes it will be found, of course, that a great many of these people are not entitled to rights. We probably will determine that ourselves.

* * * * *

Mr. CARTER. How long was Powell in your employ?

Mr. CANTWELL. Until February, 1912.

Mr. CARTER. Was Milton Turner in your employ?

Mr. CANTWELL. Not on the Mississippi Choctaw work.

Mr. CARTER. Was he in your employ?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. Was Robert Fortune?

Mr. CANTWELL. Robert Fortune helped Turner on some of the Freedmen's contracts.

Mr. CARTER. Are any of those gentlemen Indians?

Mr. CANTWELL. No, sir; not that I know of. I do not know Robert Fortune at all. Turner is a negro.

Mr. CARTER. How about Powell?

Mr. CANTWELL. Powell claims to be an Indian.

Mr. CARTER. What do you think about it?

Mr. CANTWELL. My opinion of the Indian would be very much lessened if Powell is an Indian. That is all I can say from what I have seen of him. When I wrote him a letter, which I think any white man or any Indian would have considered a generous letter, he simply used it to hurt the cause, I thought.

Mr. CARTER. Robert Fortune is a colored man, and for a number of years was a deputy marshal in the Indian Territory.

Mr. CANTWELL. I do not know him.

Mr. CARTER. Did you have anyone else at that time working for you in this matter?

Mr. CANTWELL. Except Conerly; no, sir.

Mr. CARTER. Conerly was employed since that time?

Mr. CANTWELL. Conerly was employed in the beginning, but with Powell.

* * * * *

Mr. HURLEY. I would like to ask Mr. Cantwell if he knows whether these gentlemen are connected with the company or syndicate that now holds the Mississippi Choctaw contracts. He has spoken of Mr. Harris Masterson, of Houston, Tex., and Mr. E. L. Hulbert?

Mr. CANTWELL. Mr. S. L. Hulbert?

Mr. HURLEY. Is Mr. W. A. Smith, of Houston, Tex., also a director of the company?

Mr. CANTWELL. My recollection, Mr. Hurley, is that Mr. Smith is the secretary of the company. That is my recollection.

Mr. HURLEY. Mr. J. B. Crews, your partner or former partner—

Mr. CANTWELL (interposing). It is T. B. Crews.

Mr. HURLEY. And yourself, Mr. H. J. Cantwell—

Mr. CANTWELL (interposing). Yes, sir.

Mr. HURLEY. That constitutes the board of directors of the company, does it not?

Mr. CANTWELL. Not now, because I resigned as a director for the purpose of giving them the control of the directory in Texas when they might have meetings.

Mr. HURLEY. Do you know whether or not the following-named persons are the principal stockholders of the company: Mr. H. J. Cantwell, Mr. T. B. Crews, both of St. Louis; Mr. Clifford Green, of El Campo, Tex.; Mr. S. L. Hurlbut, of El Campo, Tex.; Mr. H. Masterson, of Houston, Tex.; J. H. Gavenan, of Galveston, Tex.; H. Gavenan, of Galveston, Tex.; L. Bryan, of Houston, Tex.; J. J. Sweeney and W. H. Gill, of Houston, Tex.?

Mr. CANTWELL. That is my recollection, Mr. Hurley. I think all of those gentlemen are stockholders in that company.

Mr. HURLEY. Now, state what connection, if any, Mr. C. B. Molling, or C. B. Molling & Co., of Houston, Tex., has with this company that has all these Mississippi Choctaw contracts.

Mr. CANTWELL. I do not recollect his name. Possibly he may be a stockholder.

Mr. HURLEY. You do not know whether or not he is authorized to sell stocks or shares in the company that is holding these contracts?

Mr. CANTWELL. Mr. Hurley, any man who owns a certificate of stock in a corporation is entitled to sell his own shares. There is not any sold by the company, so far as the company is concerned, but if he has a certificate of stock he can sell it.

Mr. CARTER. Mr. Cantwell, the organization of this company is founded upon—

Mr. CANTWELL (interposing). Whatever fees—

Mr. CARTER (continuing). The value of the contracts?

Mr. CANTWELL. Yes, sir.

Mr. CARTER. And unless these people are enrolled the stock is valueless?

Mr. CANTWELL. Absolutely.

Mr. CARTER. Then you and your stockholders are in just exactly the same attitude with relation to aiding these people to be enrolled as the firm of Mansfield, McMurray & Cornish was in endeavoring to keep the people off the roll?

Mr. CANTWELL. Except that we do not occupy a fiduciary relation—there is no question about that.

Mr. HURLEY. I want to ask you about the statements in this communication. I am reading now from a letter from Mr. C. B. Molling, dated Houston, Tex., June 12, 1911:

It is estimated that each Indian's share of the estate is worth \$8,000. The attorneys' contracts call for 30 per cent of this, or \$2,400, of which we are to get one-half, or \$1,200. We are organizing a syndicate to take over 1,000 of

these contracts at \$25 per contract. We will not accept subscriptions for less than 20 contracts, or \$500. The estimated value of 20 contracts, if we win, will be approximately \$24,000, or a profit of \$23,500 upon each \$500 invested.

Mr. CANTWELL. I never saw the article nor authorized any such statement as that. I never saw any such letter, and I have no knowledge of any such letter being sent. I can not imagine why it should have been sent or who could have sent it.

Mr. CARTER. For the information of Mr. Cantwell I will tell him that the letter was sent to me by a former Congressman, with the suggestion that I had better look into the matter.

* * * * *

Mr. BOND. Was this corporation organized before you acquired the contracts or after?

Mr. CANTWELL. That corporation was organized after we acquired quite a number of contracts.

Mr. BOND. The relation of attorney and client exists between you and these Indian claimants, does it not?

Mr. CANTWELL. Yes, sir.

Mr. BOND. How many of these claimants came to you and employed you as an attorney of their own volition?

Mr. CANTWELL. Of our own volition—

Mr. BOND (interposing). How many of them came to you of their own volition?

Mr. CANTWELL. I should say probably 250 or 300.

Mr. BOND. Then, how many—

Mr. CANTWELL (interposing). That I had never heard of before—maybe 500.

Mr. BOND. Did they come to St. Louis and employ you at your office?

Mr. CANTWELL. No, sir; by correspondence.

Mr. BOND. Then how many did you acquire by solicitation or by hiring agents?

Mr. CANTWELL. All the rest of them.

* * * * *

WASHINGTON, D. C., *June 29, 1914.*

THE SECRETARY OF THE INTERIOR.

SIR: Under departmental instructions of the 13th ultimo, I have the honor to report my investigation concerning the representations made and methods adopted by certain solicitors in securing contracts from individual Indians who claim the right to enrollment as members of the Choctaw-Chickasaw Tribe of Indians, and respectfully submit the following conclusions relative to same:

In my tour of investigation I visited Columbus, Ohio; St. Louis, Mo.; Muskogee, Poteau, Wilburton, and McAlester, Okla.; San Antonio and Houston, Tex.; Lake Charles, Baton Rouge, and New Orleans, La.; and Gulfport, Miss., inquiring into the matter and interrogated numerous persons who had knowledge of the representations made and methods adopted by the soliciting agents in obtaining contracts from the class of claimants referred to.

From my investigation I ascertained that during the past four years several persons have been engaged in soliciting contracts from Choctaw and Chickasaw Indians and freedmen of those tribes, and

that one Alexander P. Powell, who claims to be a Choctaw Indian and a lineal descendant of one of the parties to the Dancing Rabbit Creek treaty of September 27, 1830, has been actively engaged in canvassing a large extent of country, chiefly in the States of Alabama, Mississippi, Louisiana, and Texas, in procuring the names of unenrolled persons who claim to possess Choctaw or Chickasaw Indian blood, and obtaining contracts from them to prosecute, on a contingent fee, their right to share in the distribution of the funds and property of the Choctaw Nation of Oklahoma; and while, as above stated, there were several persons engaged in procuring contracts of similar character from unenrolled Indians of these tribes, it appears from the record that said A. P. Powell obtained more contracts from the class of claimants referred to than all of the other solicitors combined, notwithstanding the fact that he did not solicit contracts from any of the freedmen.

I failed to meet this man Powell during my tour of the localities in which he has been operating very extensively the past four years, and therefore can not speak of him from personal knowledge, but have been told by many who know him that he shows a decided strain of Negro blood, is large of stature, prepossessing in appearance, shrewd and plausible, which, with his posing in the communities he visits in soliciting contracts as a very important person, has succeeded in arousing great enthusiasm among the people of the localities canvassed by him, and has thus procured contracts with little or no difficulty from all persons who believed they possessed or were led by Powell to believe they possessed, any Choctaw or Chickasaw Indian blood.

From what I was told by reputable persons at Lake Charles and Baton Rouge, La., and Gulfport, Miss., it would appear that said Powell was interested chiefly in procuring a large number of contracts, regardless of the ancestry of the applicants, as Mr. Luke W. Conerly, of Gulfport, Miss., told me that to his personal knowledge Powell obtained contracts from several families, the ancestry of whom as supplied by Powell was absurdly erroneous. It is also alleged that Powell took contracts from any persons claiming to have Indian blood, and from many who had never claimed to possess Indian blood until told by Powell that they were descendants of Indians who were parties to the Dancing Rabbit Creek treaty of 1830 and therefore entitled to certain benefits under that treaty.

Mr. C. R. Cline, an attorney of Lake Charles, La., and Hon. Isaac C. Boyd, of Leesville, La., also an attorney, a member of the present Louisiana Assembly, and who claims to possess Choctaw Indian blood, both informed me that there are about 300 persons living in the neighborhood of Kinder, Allen Parish, La., who are of mixed descent, being of French, Spanish, Portuguese, and negro blood, with a very few of them possibly possessing some Indian blood, and the name "Red Bone" was given those of them who were supposed to have any Indian blood; that prior to Powell's visit to Kinder soliciting contracts with Indians it was regarded a great insult to be called a "Red bone," thus classing them as of Indian blood, but a number of them were advised by Powell that they were of Choctaw descent, as shown by a book which he possessed and by which he traced their ancestry, as eligible to enrollment, and it is alleged that he thus obtained contracts from all of them, and since Powell thus

recognized those people, the name "Red Bone" is no longer objectionable, but, on the contrary, all are desirous of being thus classed, and to be now called a "Red Bone" is exceedingly pleasing to each and all of them, as they believe that the cognomen fixes their status as of Indian blood, and entitles them to share in the property of the Choctaw Nation of Oklahoma.

Hon. Isaac C. Boyd, of Leesville, Vernon Parish, La., above referred to, stated to me that in 1911 he was induced by one Mrs. Ella Taylor, of Leesville, La., to enter into contract for Mississippi-Choctaw rights, said Mrs. Taylor representing herself an authorized agent of A. P. Powell and Luke W. Conerly, whose headquarters were then at Gulfport, Miss., engaged in obtaining contracts from Choctaw claimants, for the prosecution of their right to participate in the funds and property of the Choctaw Nation of Oklahoma; said Mrs. Taylor stating to him that each beneficiary would be entitled to receive 320 acres of land or double the value of it in money, also anywhere from \$5,000 to \$10,000 in cash from the Choctaw funds, but that in order to participate in this distribution, claimants must enter into contracts without delay, as the time limit would soon expire, therefore promptness in executing contracts for same was absolutely necessary.

Mr. Boyd, who is of Choctaw blood, a lawyer by profession with quite a lucrative practice, and who is also a member of the State Assembly of Louisiana, feels chagrined in having fallen to the flattering presentation of the matter by Mrs. Taylor, resulting in his entering into a contract for himself and his sister and for which he paid Mrs. Taylor \$7.50 for executing each of said contracts.

Mr. Boyd stated that Mrs. Taylor procured a great many similar contracts at Leesville, La., and surrounding country, and that he has little doubt but that she thus realized in the neighborhood of \$3,000 from her charge of \$7.50 to applicants for each contract obtained. Mr. Boyd further stated that after realizing he had been victimized to the sum of \$15, through the enthusiasm aroused by a plausible talk, he, in order to have the solicitors prosecuted, if possible, made diligent inquiry of persons who had entered into similar contracts to ascertain if any of them had represented themselves as Government officials, and was unable to find any person to whom they represented themselves as being in any way connected with the Government or an official of the Choctaw Nation, but that the impression prevailed among the claimants that A. P. Powell and his assistants were fully empowered to procure the contracts they were engaged in soliciting from Choctaw claimants.

Mr. Boyd still further stated that having talked a great deal against these solicitors, denouncing them as frauds and fakirs, that Powell never visited Leesville, La., to solicit contracts, but established himself for a short time at De Ridder, 21 miles distant, and sent notices to Leesville applicants to proceed to De Ridder for that purpose.

I made particular inquiry as to whether or not Powell or any of the other solicitors had been ever heard to represent themselves as Government officials or officials of the Choctaw Nation, but did not meet any person who stated that they had ever heard any of those solicitors make such a statement. On the contrary, many of the persons whom I interrogated with reference thereto stated that they

had frequently heard Powell say that he was fighting the Government to have the rightful claims of the Choctaw and Chickasaw Indians allowed; but notwithstanding the fact that Powell when questioned regarding the matter invariably denied that he had any connection with the Government in the work he was engaged in, the impression prevailed, as expressed by Attorneys Cline and Boyd and Mr. Luke W. Conerly, especially among the more ignorant persons, that Powell represented some high authority in the premises, he being engaged in executing contracts with claimants, using printed blank forms therefor, and this impression prevailed as to the several other solicitors engaged in obtaining similar contracts.

When assigned to this investigation, the Indian Office furnished me, for my information, a voluminous file of correspondence with reference to this matter, which file embraced report of Special United States Indian Agent W. W. McConihe, dated May 2, 1911, with accompanying exhibits, from which record, together with what I ascertained in my investigation, the facts appear to be as follows:

1. The citizenship rolls of the Choctaw Nation, embracing those Indians entitled to share in the property of the tribe, was closed March 4, 1907 (act of Apr. 26, 1906; 34 Stat. L., 137, sec. 2).

2. That there were possibly some persons omitted from the citizenship rolls who, because of the limitations imposed by the law as to time, were unable to produce the proof of their right to participate in the funds of the Choctaw Nation under article 14 of the treaty of September 27, 1830.

3. The possibility that there were some Mississippi Choctaw Indians whose right to enrollment had not been recognized induced a firm of attorneys—Messrs. Crews & Cantwell, of St. Louis, Mo.—to undertake the securing of legislation that would permit the reopening of the rolls for the purpose of establishing the rights of those who had previously failed to establish their right or had failed to take advantage of the opportunity to do so.

4. Messrs. Crews & Cantwell employed Alexander P. Powell, who asserts that he is a Choctaw Indian, to procure the names of unenrolled Mississippi Choctaw Indians and produce evidence by tracing the ancestry to establish their right to enrollment, and to obtain contracts from them for the prosecution of their claims.

5. Associated with Messrs. Crews & Cantwell was one S. L. Hurlbut, a banker residing at El Campo, Tex., who financed the project in the beginning by paying Powell \$150 per month salary and his expenses.

6. Powell, while employed by Crews & Cantwell, procured the names of about 4,200 persons who claimed, or were led to believe by Powell, that they were entitled to participate in the funds of the Choctaw Nation of Oklahoma, and from each of whom he obtained a contract authorizing Crews & Cantwell to act as their attorneys in all legal proceedings in presenting to the Interior Department or any court such evidence as he or she might be able to produce in establishing a right to participate in the distribution of the fund and property of the Choctaw-Chickasaw Indians of Oklahoma, which contracts provided that Crews & Cantwell were to receive 30 per cent of all sums of money, lands, and property that might be received by reason of the right claimed. Powell did not make any

charge to the claimants while operating under the above stated salary, until a short time previous to severing his connection with Crews & Cantwell, when he commenced charging the claimants \$1.25 for each contract executed, and while engaged in this work in the employ of Crews & Cantwell it appears from the record that Powell received \$2,971.02 from them, \$900 of which was for salary and remainder for expenses incurred by him as shown by letter from Mr. S. L. Hurlbut's office, dated March 8, 1911, copy herewith Exhibit A.

7. Powell's connection with Crews & Cantwell appears to have terminated in March, 1911, and he then commenced soliciting contracts for William B. Matthews, an attorney of Washington, D. C., with office in the Evans Building, and the contract procured by Powell in the name of Mr. Matthews are similar in every respect to those he obtained for Crews & Cantwell, except as to name of the attorney.

The Crews & Cantwell contracts contain the stipulation that their appointment as attorneys is joint, and that in the event of the death of either, the survivor shall succeed to all rights and benefits, and perform all the duties imposed by the contract upon the attorneys. This same stipulation is contained in the printed form of contract taken in the name of William B. Matthews [copy herewith], and the fact that it does so appear would indicate that Mr. Matthews had nothing to do with the drafting of the form, but that the wording of the Crews & Cantwell contract was probably adapted by A. P. Powell, simply substituting the name of William B. Matthews, as attorney, for that of Crews & Cantwell, and Powell thus continued procuring contracts from any and all persons whom he met, who believed, or were led to believe, that they possessed Choctaw or Chickasaw Indian blood, and from each of whom he collected \$2.50 for his services in executing the papers.

8. After Powell discontinued securing contracts for Crews & Cantwell and started soliciting for Attorney William E. Matthews and charging applicants \$2.50 for each set of papers executed, it is alleged he procured contracts from a number of persons residing in and around Kinder, Allen Parish, La., who did not claim to be of Choctaw descent, but were advised by Powell that he possessed a book which enabled him to trace the ancestry of every living person who possessed any Choctaw blood, and that he had traced those people entitled to enrollment as descendants of certain persons appearing as beneficiaries under the Choctaw treaty of 1830. As to the book referred to as possessed by Powell, which is said to have been produced in evidence by him very frequently, I was informed by Mr. Luke W. Comerly, of Gulfport, Miss., who was for some months associated with Powell, that he carried with him for reference in tracing the ancestry of applicants for enrollment a copy of volume 7, "American State Papers", which contains the names of 19,554 Choctaw Indians who were parties to the Dancing Rabbit Creek treaty of 1830, as per roll made by F. W. Armstrong, special agent, under date of September, 1831, which volume was published in 1860.

10. Crews & Cantwell, as attorneys for a number of these claimants, with evidence as to some of the unenrolled Mississippi Choctaws to an equitable right to share in the funds of the Choctaw Nation of Oklahoma, have sought legislation to reopen the rolls to

permit them to prosecute the claims of these persons with whom they have contract.

11. The financing of the project to secure reimbursement of Crews & Cantwell and S. L. Hurlbut for previous expenditures was effected by incorporating the "Texas-Oklahoma Investment Co.," chartered under the laws of the Territory of Arizona, November 14, 1911. The articles of incorporation provide for a capital stock of \$100,000, or 1,000 shares of the par value of \$100 each, the directors of the company as incorporated being S. L. Hurlbut, of El Campo, Tex.; H. Masterson and W. A. Smith, of Houston, Tex.; and T. B. Crews and H. J. Cantwell, of St. Louis, Mo.; and the principal stockholders are T. B. Crews and H. J. Cantwell, of St. Louis, Mo.; Clifford Greve and S. L. Hurlbut, of El Campo, Tex.; H. Masterson, L. Bryan & Co., J. J. Sweeney, and W. H. Gill, of Houston, Tex.; and J. H. Kempner, of Galveston, Tex.

Two hundred and fifty shares of the 1,000 shares of the stock of this company were sold at par value of \$100 per share, thus realizing \$25,000 in cash, with which Crews & Cantwell and S. L. Hurlbut were reimbursed for previous expenditures and a contingent fund created to meet future expenses as incurred.

12. Crews & Cantwell turned over to the Texas-Oklahoma Investment Co. the contracts procured for them by Alexander P. Powell, numbering about 4,200, and received in cash from the fund realized from the 250 shares of the stock sold, reimbursement for their previous expenditures in connection with their Mississippi Choctaw contracts, and leaving the 750 unsold shares in the treasury as common property of the company.

In promoting the organization of the Texas-Oklahoma Investment Co. flattering figures of prospective returns to investors therein appear to have been sent out to prominent persons throughout the country, as evidenced by letter of Mr. C. B. Moling, of Houston, Tex., under date of June 12, 1911, to Hon. W. L. Dechant, of Middletown, Ohio, which reads as follows:

HOUSTON, TEX., June 12, 1911.

HON. W. L. DECHANT,
Middletown, Ohio.

DEAR SIR: In 1820 the United States Government made a treaty with the Choctaw Indians, then living in Mississippi, whereby the Government bought 5,000,000 acres of the Indians, and in return gave to the Indians all the lands lying in the Indian Territory north of Red River up to the Canadian and east of the ninety-eighth meridian, and paid for moving as many of the Indians out to this land as desired to go.

The Choctaws still had 10,000,000 acres left back in Mississippi, and in 1830 the Government made another treaty with them whereby the Government purchased the remaining lands for \$8,000,000. In this treaty *it was agreed that the remaining Indians were to be protected in the community property or the original lands in Indian Territory granted them by the treaty of 1820.*

The Government still holds approximately 3,450,000 acres of these original Territory lands, as well as several millions in cash, in trust for the Choctaws who have not as yet been allotted their share.

A reputable and responsible firm of attorneys, with offices in St. Louis and Washington, D. C., have secured contracts with 4,200 Choctaw Indians to secure them their allotment of lands and money upon a percentage basis. The contracts provide that the attorneys are to receive 30 per cent of all lands and money received. These 4,200 contracts are one signed by the Indian, two witnesses to his signature and acknowledged before a notary public.

These contracts, providing for this contingent fee, have been recognized by the Government, and Congress passed a resolution making *all* such contracts a first lien upon the property of the Indian. This insures direct payment to us of our fee.

For financing the project, such as hunting up the Indians and securing the proof of each individual Indian to his right of participation and the attorneys for working the bill through Congress, one-half of the profits to go to the attorneys and the other half to those who financed it.

It is estimated that each Indian's share of the estate is worth \$8,000. The attorneys' contract calls for 30 per cent of this, or \$2,400, of which we are to get one-half, or \$1,200.

We are organizing a syndicate to take over 1,000 of these contracts at \$25 per contract. We will not accept subscription for less than 20 contracts, or \$500. The estimated value of 20 contracts, if we win, will be approximately \$24,000, or a profit of \$23,500 upon each \$500 investment.

The proofs of these claims for these 4,200 Indians has all been secured and has been presented to the congressional Committee on Indian Affairs and reported favorably. This committee consists of 19 Members of Congress.

At this next session of Congress the bill will be introduced and voted upon, and as there are several precedents identical to this proposition wherein the other Choctaws secured their rights, we have every reason to believe that the bill will pass.

Senator Owen has but 1,500 of these contracts with another batch of Choctaw Indians, yet he secured a fee of \$6,000,000; he had a contract for one-half of what he secured, while ours is but 30 per cent. Other similar contracts have been made, and all of them have been passed by Congress; and as the Government is holding the lands and money belonging to this tribe and have no interest in it either way, we see no just reason why they should not act upon these claims favorably at the next session.

We are unable to go into all the details of this proposition in this letter to you, but I have spent several days investigating it, and conclude that the chances for defeat are no greater than in the ordinary course of business. I believe the estimated results herein will be obtained, or substantially so.

I expect to give the matter my attention and to look after the interest of those who come into the deal at my request, and to take a proper assignment of the contracts and place them in the hands of some local trust company or bank with authority to make the collection and disburse the receipts to the subscribers in the amounts to which each subscriber would be entitled at same; it will be safer for the subscribers.

My charges will be about 20 per cent of whatever profits you may make on the deal, if none are made, you owe me nothing. I would like to have you take a flier in this, say, for \$500 or \$1,000, and to notify me of your intentions promptly. Should you happen to lose, I think you will agree with me that it was at least a good bet as the prospective returns justify taking the chance.

Awaiting your prompt reply, either by letter or wire, I am,

Yours, very truly,

C. B. MOLING.

To the foregoing communication of Mr. Moling, Mr. Dechant replied as follows:

MIDDLETOWN, OHIO, *July 24, 1911.*

C. B. MOLING,

412 Mason Building, Houston, Tex.

MY DEAR MR. MOLING: Your letter of June 12 was received in my absence, hence delay in answering.

I have gone over same carefully and note what you say, and it would seem to me if Congress has taken the steps enumerated by you the proposition is a good one, and on further investigation I might be induced to come in, everything appearing in good shape.

Who is the firm of attorneys representing you and located at St. Louis and Washington, and what is the name of the member of the firms looking specially after the matter?

Can you refer me to the reports wherein the Government has recognized the contracts referred to providing for a contingent fee, etc., in these specific cases; also, can you further refer me to the congressional reports, where the Congress recognized such contracts and made them a valid first lien on the Indians' property?

What Congress passed this resolution, legalizing these contracts as liens, and is it the present Committee of Congress on Indian Affairs to whom the proofs of the 4,200 claims you refer to, were presented and reported favorably?

What is the name of the attorney who represented the matter to the Indian Affairs Committee of Congress, and secured the passage of the favorable resolution?

On receipt of a letter from you in reply to the above I will take the matter up more fully and advise you at once what I will do. Thanking you for bringing this matter to my attention,

I am, as ever, yours,

W. L. DECHANT.

To the inquiries contained in the foregoing letter of Judge Dechant Mr. Moling replied as follows:

HOUSTON, TEX., *July 28, 1911.*

Hon. W. L. DECHANT,

Middletown, Ohio.

MY DEAR JUDGE: I have your letter of the 24th, in regard to further information regarding the Choctaw Indian contracts, etc.

I sent for Mr. S. L. Hurlbut, who owns the contracts, and gave him your letter and asked him to give me the information desired, and I herewith hand you his dictated letter, as also the brief he refers to with the clippings attached.

In regard to the brief and the clippings, he requests that you take care of them, as they are all he has here in Houston.

It might be a good idea for you to write to Mr. Cantwell in Washington, as he is thoroughly familiar with all the details, and then the information would come to you first handed.

I am not personally acquainted with Mr. Cantwell or his partner, Mr. Crews, in St. Louis, but from what I learned they are very capable men in their line of business and have worked other similar contracts through Congress, but I know Mr. Hurlbut for several years; he is all right, and I consider him straight and reliable; my dealings with him has all been in the real estate line and all very satisfactory; he stands well in this community.

It might also be a good idea to get in touch with the chairman of the present Committee on Indian Affairs; he ought to know all about it.

As stated in my letter of June 12, I think it's a good bet, for the reason I believe the Government will carry out the terms of its treaty made with them in 1820 and 1830; if they do, then these contracts will be good.

Awaiting your further advices, I am,

Very truly yours,

C. M. MOLING.

The presentation of the matter as above set forth by Mr. Moling to Judge Dechant for financing the project was so flattering as to justify the average speculator in taking a chance, and it would appear, from the sale of one-fourth of the stock of the Texas-Oklahoma Investment Co. at its par value, that no great difficulty was experienced in promoting and consummating this financing of the project.

About a year subsequent to the organization of the Texas-Oklahoma Investment Co. for financing the project of handling Mississippi-Choctaw Indian contracts taken in the name of Crews & Cantwell, Mr. Albert J. Lee, of Ardmore, Okla., a member of the law firm of Ballinger & Lee, claiming to represent a large number of persons who claim a right in the tribal property of the Choctaw and Chickasaw Indians in Oklahoma, on a contingent fee of from 12½ to 40 per cent, and which do not conflict with the claims handled and represented by the Texas-Oklahoma Investment Co., but are in a line with them, desired, as shown by certain correspondence relative thereto, to raise a fund of \$16,000 to meet indebtedness incurred in the prosecution of their Indian claims and with which to continue

the fight for their clients, and to show that persons engaged in handling the claims of nonenrolled Choctaw and Chickasaw Indians have succeeded in interesting many prominent persons in such claims. I submit copy of tabulated statement of said Albert J. Lee, dated October 17, 1912, setting forth the prospective profits that he calculates upon deriving from his handling of said claims, together with an indorsement of same by Mr. Harris Masterson, an attorney of Houston, Tex., who is a prominent financier and promoter of projects of this character, which statement of Attorney Lee and indorsement of Mr. Masterson reads as follows:

OCTOBER 17, 1912.

Mr. HARRIS MASTERSON,
Houston, Tex.

DEAR SIR: Mr. Webster Ballinger and I represent some 13,000 persons who claim a right in the tribal property of the Choctaw and Chickasaw Indians in Oklahoma. Of the above number of persons represented by us, there are some 3,738 who are conclusively, as shown by the Government records, entitled to share in the distribution of the tribal property. An individual share is estimated at \$3,000 cash. We represent these people under contracts providing for a contingent fee of from 12½ to 40 per cent of the value of each share. I am attaching a statement showing the value of our fees. The statement also shows the amount of said fees we have already contracted for.

You will observe that my individual share of said fee will amount to \$850,911, based upon the cases I consider certain; and that if we succeed in one-third of the cases that are uncertain, or rather if we succeed in enrolling 3,000 out of the 10,000 doubtful cases, my individual share of the fee would be \$2,065,911.

I am in urgent need of funds with which to meet indebtedness incurred in the prosecution of these claims, and with which I may be enabled to continue the fight for our clients, and I want to raise \$16,000, which I will agree to return with interest, and will assign the people furnishing the money 40 per cent of my individual share of the fee. Estimated upon the cases considered certain, this would return about \$22 for every dollar subscribed, and upon the basis of one-third of the uncertain cases going through in addition to those that I consider certain, the estimated return would be about \$120 for every dollar advanced.

The following pages will give you some idea of the nature and basis of the claims.

CHOCTAW AND CHICKASAW LANDS, AND OTHER PROPERTY.

In southeastern Oklahoma, in what was formerly the Choctaw and Chickasaw Nations, are nearly 3,000,000 acres of land, which the Federal Government will offer for sale from day to day from November 12 to December 23, this year. These lands are classed as follows: 900,000 acres agricultural, 445,000 acres agricultural surface, with deposits of coal and asphalt, 1,500,000 acres pine and hardwood timber.

In addition to the above lands the coal and asphalt deposits are shortly to be sold. The United States mine inspector has estimated that the coal is worth in royalties to the Choctaw and Chickasaw people at least \$70,000,000. There is now on deposit to the credit of these two tribes something like \$1,000,000, derived from the sale of town sites.

VALUE OF PROPERTY.

It is reasonable to assume that the Federal Government will be able to get for the coal deposits at least one-half of the amount that said deposits are estimated to be worth in royalties, which would be, in round numbers, \$35,000,000.

Should the 3,000,000 acres of land bring an average price of \$10 per acre, which is a very reasonable estimate considering the fact that there is standing timber on 1,500,000 acres thereof, \$30,000,000 will be derived from this source.

There is no accurate estimate of the value of the asphalt deposits, but they

are worth several hundred thousand dollars. Eliminating the value of the asphalt deposits, we have the following values:

On deposit-----	\$10,000,000
Value of the coal-----	35,000,000
Value of the surface and timber-----	30,000,000
Total value of the property-----	66,000,000

OWNERS OF THE PROPERTY.

The above property belongs to the citizens of the Choctaw and Chickasaw Nations of Indians under a grant made by the Federal Government under the terms of the treaty of September 27, 1830. The grant conveyed to said Indians all the lands lying between the Canadian and Red Rivers, the Arkansas line, and the one hundredth parallel west. All of said land, however, with the exception of the 3,000,000 acres above referred to, has been parceled out to the individual Indians in allotments of 320 acres of average value land.

As the property belonged to the citizens of the tribes of whom the Federal Government was the guardian, it became the duty of the Federal Government, upon the dissolution of the tribal governments, to ascertain who were the citizens entitled to share in the distribution of the property. This, the Federal Government undertook to do. The tribal governments agreed to such action upon condition that each citizen be allotted 320 acres of average value land and should then share in the proceeds derived from the sale of any lands remaining undisposed of after all allotments had been made. It was also agreed that certain town sites, coal deposits, asphalt deposits, and timberlands should be withheld from the allotment scheme.

Congress passed seven different acts under which the citizenship of the two tribes should be determined and the distribution made. The acts were: Act of June 10, 1896; act of June 7, 1897; act of June 28, 1898; act of May 31, 1900; act of July 1, 1902; act of March 3, 1905; and the act of April 26, 1906. The latter act provided that the question of citizenship should be finally closed upon March 4, 1907, and since that date no person has been added to the rolls of those Indians entitled to share in the property. Assistant Attorney General J. W. Howell stated to the House Committee on Indian Affairs that the above-mentioned acts were "inherently defective," and "administered so as to prevent a full realization of their purpose." (Hearing on H. R. 19279, 61st Cong., 2d session, p. 265.)

WHY THE CLAIMANTS WHOM WE REPRESENT WERE OMITTED FROM THE ROLLS.

1. Sufficient time was not given to do the work. The Department of the Interior was forced to act pro forma upon the claims of more than 2,000 persons during the week preceding March 4, 1907.

2. The commission created by act of Congress was incompetent and composed of laymen who conceived the idea that it was their duty to oppose the applicants and restrict the number of persons entitled to share to the fewest possible. This commission suppressed records and failed to transmit the full case of applicants to the Secretary of the Interior, who had a supervisory authority and right of review. Upon charges filed against officers of this commission, two of them were forced to resign. (Ses. Doc. 357, 59th Cong., 2d sess.)

3. The tribal officials who had control of tribal funds sought at all times to restrict the number of persons enrolled in order that the share of each would be greater.

4. The attorneys, Mansfield, McMurray & Cornish, employed under Government sanction to represent the tribes, for an extra consideration of \$750,000 paid out of tribal funds, and which latter employment was unknown to the Government officials, succeeded in defeating the claims of nearly 4,000 persons who had been enrolled by judgments of the United States courts, rendered in cases appealed from the action of the commission to the Five Civilized Tribes under the provisions of the act of June 10, 1896. This action was investigated by the committee of Congress, and, with respect to the persons enrolled by judgments of the United States courts, this committee said: "There was no way by which persons so enrolled—locally known as court citizens—could be eliminated lawfully from participation in the tribal estate."

These tribal attorneys succeeded, however, in eliminating from the citizenship rolls the persons placed thereon by judgment of the United States courts by lobbying through a provision of law which became part of the agreement entered into by the Government and the tribes contained in the act of July 1, 1896, with reference to the distribution of the property by having created a special court to review the judgments of the United States courts, and a committee of Congress has reported upon the manner in which this court was created, as follows:

"After the agreement had been duly signed by the representatives of the two nations and by the representatives of the Government, and after it was transmitted to Congress for ratification and approval, sections 31, 32, and 33 were inserted at the request of McMurray, which sections are predicated on the assumption that the United States courts in the Indian Territory, acting under the act of June 10, 1896, had admitted persons to citizenship in the Choctaw and Chickasaw Nations without notice to both of said nations. It was contended by the nations that in such proceedings notice to each of said nations was indispensable, and they claimed and insisted that the proceedings in the United States courts in the Indian Territory, under the act of June 10, 1896, should have been confined to a review of the action of the commission to the Five Civilized Tribes upon the record in each case and should not have extended to a trial de novo of the question of citizenship. These sections authorized the two nations jointly, or either of said nations acting separately and making the other a party defendant, by a bill in equity filed in the citizenship court, to bring a suit for the purpose of testing the validity of all such decisions of the United States courts. It further provided that 10 persons admitted to citizenship or enrollment by the United States courts, with notice to but one of said nations, should be made defendants to a suit as representatives of the entire class of persons similarly situated. In other words, it authorized the bringing of a test suit, and provided that in the event said citizenship judgments or decisions were annulled or vacated, any party thereto, within 90 days thereafter, by a written application, might have his case transferred to the citizenship court by the court where the judgment was entered and that the citizenship court should have jurisdiction therein as if no judgment or decision had been rendered by the United States court. It was provided that the judgment of the citizenship court should be final.

This act provided that it should not be effective until submitted to and ratified by a vote of the two nations, but exception was made as to sections 31, 32, and 33, creating the citizenship court, but which became effective upon the passage and approval of the act.

Immediately following the passage of the act ratifying the agreement of 1902, the judges authorized to be appointed to constitute the citizenship court were appointed, as follows: Spencer Adams, of North Carolina; Henry S. Foote, of California; and Walter L. Weaver, of Ohio. Judge Foote appears to have been appointed upon the recommendation of Senator Stewart, who was then chairman of the Senate Committee on Indian Affairs, and Judge Adams, on the recommendation of Senator Pritchard, of North Carolina. Judge Foote was the brother-in-law of Senator Stewart. The law creating this court is without legislative parallel; the manner of its enactment was extraordinary, and the authority which it conferred upon the court it created is without precedent in American jurisprudence.

As soon as this court was created and organized, the firm of Mansfield, McMurray & Cornish proceeded to bring before it a very large number of claims of "court citizens," and they succeeded in eliminating from the rolls between 3,500 and 4,000 persons. They then claimed a fee of 9 per cent on a basis of \$4,800 per person, as provided in the contingent-fee contract made in 1901, before referred to, which had not been approved in accordance with law. (H. Rept. No. 2273, 61st Cong., 2d sess.)

It was reported, and commonly accepted as a fact, that Judges Foote and Adams received a part of the fee paid Mansfield, McMurray & Cornish, and in the case of Adams *v.* Butler, in which case Adams sued ex-United States Senator Butler, of North Carolina, for libel, it was shown that Adams received \$50,000 of the fee. While the committee was considering the evidence upon which the above report was made, Judge Adams cut his throat with a razor. Judge Foote died shortly after the fee was paid. Foote was a confirmed drunkard.

5. There are many other reasons impossible of explanation in this short statement.

CONGRESS NOW CONSIDERING CLAIMS.

Since the closing of the rolls those whose names appear thereon and the Representatives in Congress from Oklahoma have constantly pressed for legislation directing the Secretary of the Interior to finally wind up the affairs of the tribes and to distribute the funds to those enrolled. This Congress has refused to do, and at each session has considered the enactment of legislation that would place upon the rolls all meritorious cases. The hearings upon such proposed legislation has progressed to the point where it now seems certain that action will be taken at the coming session of Congress. The Secretary of the Interior, on February 12, 1910, recommended that Congress give him authority to add to the rolls two classes of persons who had been omitted. (App. Hearing on H. R. 19279, 61st Cong., 2d sess.) And during the last session of Congress the Secretary advised Congress that there were several different classes of cases which should be reheard before the estates were finally wound up, and suggested that Congress give him authority to hear the cases and to add the names to the rolls of those persons found entitled to be placed thereon.

It is our purpose to continue the fight for our clients until definite action is taken by Congress. We have been strong enough at all times to prevent a final settlement and distribution of the property. The opposition now realizes that, in order to get their own shares of the property, they must consent to legislation giving our clients their rights. I have spent a great deal of money and have given all of my time since March 4, 1907, in the work of securing justice for our clients, and I shall continue to do so until some final action is taken by Congress.

ESTIMATED VALUE OF EACH CLAIMANT'S SHARE OF PROPERTY.

As the lands have all either been allotted or ordered to be sold, the persons added to the rolls will have to take their share of the estate in cash, and it has been tentatively agreed that each person so enrolled is to receive \$3,000 in cash.

Yours, very truly,

ALBERT J. LEE.

CLAIMS IN CHOCTAW AND CHICKASAW ESTATE.

Below is the list of the number of persons claiming a share of the Choctaw and Chickasaw tribal estates, represented by Ballinger & Lee, attorneys, and the basis of their employment.

The value of an individual share in the estate is estimated at \$3,000 in cash.

Number of individual claimants: 3,738, more or less.

Of the above number 2,051 persons, more or less, are represented under written contracts and powers of attorney, for a contingent fee of 40 per cent of claims recovered; 487 are represented by agreement with other attorneys who hold contracts for 25 per cent of recovery, the share of Ballinger & Lee being 12½ per cent of the amount recovered. One thousand two hundred persons, more or less, are represented by Ballinger & Lee under 50 per cent contract, of which Ballinger & Lee's share will estimate \$500 per person.

Lee's proposed sale of 40 per cent of his individual shares, or fee, is figured as follows:

2,051	persons,
\$3,000	Value of individual share.
\$6,153,000	Total value of shares of 2,051 persons.
40	per cent basis of fee.
\$2,461,200	Estimated fee.
487	persons.
\$3,000	Value of share.
\$1,461,000	Total value of shares of 487 persons.
12½	per cent basis of fee of Ballinger & Lee.

\$183,023	Total estimated fee of Ballinger & Lee for 487 persons.
1,200	persons.
\$500	Ballinger & Lee's fee per person.
\$600,000	Total estimated fee for 1,200 persons.
\$2,461,200	
183,023	
600,000	
\$3,244,223	Total of Ballinger & Lee's fee.
Less 150,000	Estimated expense of collection.
\$3,094,223	
15	per cent with which assistance was contracted.
\$1,392,400	Estimated cost of assistance.
\$3,094,223	Net fee.
Less 1,392,400	Cost of assistance.
2) \$1,701,823	Net fee to Ballinger & Lee.
\$50,911	Net fee to Lee.
40	per cent proposed assignment.
\$240,364	Fee which will go to owners of the 40 per cent to be sold.

In addition to the above cases, we represent about 10,000 people whose records do not conclusively show that they are entitled to share in the distribution of the property, but if Congress permits proof to be made in these cases, I estimate that at least 3,000 of them will be good. Our fee in these cases is 40 per cent, and in the event of success in the 3,000 cases indicated, my individual fee would approximate \$2,035,911. My proposed assignment includes all of these cases.

ALBERT J. LEE.

MASTERSON & MASTERSON, ATTORNEYS AT LAW.

Houston, Tex., October 17, 1912. (Received Apr. 20, 1914.)

To whom it may concern:

I have carefully read the statement of Albert J. Lee, of the law firm of Ballinger & Lee, in his letters of the 17th instant, relating to the claims of the Choctaw and Chickasaw Indians, represented by his firm, and from my own knowledge of the facts, the manner in which the estate of these Indians was administered by officers of the Federal Government, and the steps that are now being taken to protect the interests of the claimants, I know that Mr. Lee's statement is substantially correct. The claims represented by Mr. Lee are meritorious; however, he does not by half set forth the merits of the claims, nor does his statement fully cover the injustice that has been perpetrated upon the class of Indians whom he represents. It would be impossible for him to fully deal with the merits of these claims in a brief letter.

The records in these cases are so plain and so clearly disclose fraud and incompetent administration that I am firmly convinced that Congress will restore the claimants to their rights. I therefore believe that money advanced to Mr. Lee in aid of his cases will return a big profit within the next two years, and that such profits will not be less than a return of \$20 for every dollar advanced him.

On the 7th day of this month I furnished \$2,000 to Mr. Lee in order to afford him temporary relief in connection with the Indian claims represented by him, and in addition thereto I am subscribing \$2,000 to the fund of \$16,000 which he is now endeavoring to raise, notwithstanding the fact that I am largely interested in similar claims of the Choctaw Indian descendants.

Of my own knowledge for I have investigated many of the claims of the clients of Mr. Lee before deciding to invest \$4,000 in the enterprise, I know that the claims of the Indians so investigated, whom Messrs. Ballinger & Lee represent, are full of merit. I therefore consider the \$2,000 already invested and subscription of \$2,000 to be in the nature of a fine speculative investment.

It is hoped, and I think reasonably certain, that the Choctaw claimants will be given relief during the coming session of Congress.

These claims do not conflict with the claims handled and represented by the Texas-Oklahoma Investment Co., but are in line with them.

Yours, very truly,

H. MASTERSON.

I visited Muskogee, Okla., where I conferred with Commissioner Wright and Superintendent Kelsey with reference to persons soliciting contracts from the Indians of Oklahoma, and then proceeded to Poteau, Okla., where I met T. V. Sprinkel, an attorney of that town, whom I learned had been obtaining contracts from certain Indians, and upon interrogating him relative thereto, he stated with apparent frankness that he has been engaged at intervals the past three years in procuring contracts from Choctaw Indians who are interested in what is known as the Glenn-Tucker claim, and that he has not solicited contracts in any other Indian claim; that there are about 700 Choctaw families interested in said claim; and that he has procured contracts from 75 of the leading families interested, and only from those of them with whom he has been acquainted for many years past.

He stated that to meet the expenses incurred by him in executing the contracts and preparing the case he charges each family \$10 who employ him, this being the total charge he makes to each family regardless of the number in the family, and that his contracts provide for payment to him of a 25 per cent contingent feed of whatever he may recover for them. He farther stated that he has been engaged in this work since 1911, during which time he has made two trips to Washington, D. C., in the interests of his clients, and that up to the present time the total received by him from the 75 families with whom he has contracts amounts to only \$129.

He also stated that Webster Ballinger, Walter S. Field, and W. W. Wright, attorneys of Washington, D. C., have a large number of similar contracts with Choctaw Indians.

While at Poteau I learned that a colored man named Robert L. Fortune, of Wilburton, Okla., had been soliciting contracts for Crews & Cantwell from Choctaw freedmen residing in the vicinity of Poteau, and I obtained from Mr. Felix Bird, a notary public of Poteau, one of the contracts, which said Fortune had left with the notary for acknowledgment when the freedman represented therein appeared to execute it, and after concluding my business at Poteau I proceeded to Wilburton, where I met said Robert L. Fortune and interrogated him with reference to the matter.

Said Robert L. Fortune resides in the town of Wilburton, Okla., and bears a good reputation in the community. He stated to me that he is 48 years of age, and was for 16 years, terminating in 1906, a deputy United States marshal for the eastern district of Indian Territory, now a part of Oklahoma, and that about three years ago he was employed by a negro lawyer, named J. Milton Turner, to canvass certain localities in eastern Oklahoma and procure contracts from Choctaw freedmen for Crews & Cantwell, of St. Louis, Mo.; that said Turner employed two other colored men as subagents in this work, whose names were J. E. Eubanks and H. A. Guess, respectively, and that Turner, in directing the work, maintained an office first at McAlester, Okla., and subsequently at Fort Smith,

Ark.; that he (Fortune) procured about 700 contracts for Crews & Cantwell from Choctaw freedmen, including minors, but took no contracts from minors except when executed by legal guardians; that he delivered all of the contracts thus procured by him to J. Milton Turner, who paid him \$1.25 for each duly executed contract delivered, and that the contract provided for a 35 per cent contingent fee to Crews & Cantwell.

Said Robert L. Fortune stated that in no instance while engaged in this work did he represent himself as a Government official, but invariably as a subagent of J. Milton Turner, in procuring contracts for Crews & Cantwell, of St. Louis, Mo.; that H. A. Guess, another of Turner's subagents, who was a negro attorney, then residing at McAlester, Okla., was given a much larger and better territory to operate in than that assigned to him by Turner, in consequence of which, as stated by Fortune, Subagent Guess procured about double the number of contracts that he (Fortune) obtained, and which, with the contracts procured by J. E. Eubanks, another of Turner's subagents, a colored man, and said to be a lawyer, whose field of operation was in the southeastern part of Oklahoma and adjoining territory in Arkansas, and Fortune stated, as an estimate, that about 2,300 contracts were obtained for Crews & Cantwell from Choctaw freedmen by himself and the two other subagents operating under the direction of said J. Milton Turner.

On the 23d ultimo I called upon Mr. Harris Masterson, attorney at law, at his office in the Chronicle Building, Houston, Tex., and had a very pleasant interview with him relative to his connection with certain attorneys engaged in prosecuting Mississippi-Choctaw Indian claims, and he was exceedingly courteous throughout our conference.

Mr. Masterson is a very affable gentleman and stated quite freely his interest in the claims handled by Crews & Cantwell, in which he said he became interested by having the case presented and explained to him by Mr. S. L. Hurlbut, of El Campo, Tex., and that after investigating the matter he concluded to go in on it as a speculative investment, and that he took an active part in promoting the organization of the Texas-Oklahoma Investment Co. to finance the project.

The organization of said company and financing of the project is set forth on pages 12 and 13 of this report, based upon the statements of Mr. Masterson to me with reference thereto.

Mr. Masterson further stated that he also promoted the raising of a fund for Attorney Albert J. Lee, of Ardmore, Okla., to enable him to continue the prosecution of certain Choctaw-Chickasaw Indian claims that are being handled by Ballinger & Lee, which do not conflict with those handled by Crews & Cantwell.

Luke W. Conerly, of Gulfport, Miss., being frequently referred to in the communications contained in the file of papers furnished me by the Indian Office for use in my investigation, and his name appearing in the correspondence as an active solicitor in obtaining contracts from Mississippi Choctaws, therefore I proceeded to Gulfport, Miss., to meet him.

I reached Gulfport the afternoon of the 27th ultimo, and learning that Mr. Conerly lived out in the country about 3 miles from Gulfport, I got into telephone communication with him and he immediately came in to meet me at the Great Southern Hotel where we

were over 3 hours in conference, and he returned about 9 o'clock the following morning, accompanied by Henry Wilson and Carl Wilson, two prominent members of the Mississippi-Choctaws, and remained until near noon discussing Choctaw matters generally and A. P. Powell particularly.

The said Luke W. Conerly is 73 years of age and a lawyer by profession, but has not practiced in the courts for several years past. He is quite intelligent, bears a good name in the community, and is well spoken of by those who know him. He claims to be a lineal descendant of one of the leading Choctaw families who participated in the Dancing Rabbit Creek treaty of 1830, and stated that he is now regarded by all the Choctaws living outside of Oklahoma as their captain and recognized leader; also that it was he who first interested Congressman Harrison, of Mississippi, in Choctaw matters and got him to introduce the bill for reopening the Choctaw rolls; that he had interested United States Senators Williams and Vardaman, of Mississippi, in the Choctaw claim; also Congressman Morgan, of Louisiana, in whose district many Choctaws reside.

I had a very pleasant interview with Harry Wilson, president chief council, Society of Mississippi Choctaws, together with his son, Pearl L. Wilson, secretary of said council, both of whom reside in Gulfport, Miss., and they corroborated substantially the statements of Luke W. Conerly regarding Mississippi Choctaw matters.

Mr. Conerly stated that he assisted A. P. Powell in writing up contracts with Mississippi Choctaws in 1910, when Powell was working on a salary for Crews & Cantwell, and that again in March, 1911, he commenced assisting Powell in writing up contracts for W. B. Matthews, an attorney of Washington, D. C., and for whom Powell procured 2,258 contracts and had charged the claimants \$2.50 each for executing. He further stated that he was in Washington, D. C., in February, 1912, and suggested to Mr. Cantwell, who was also in Washington, the advisability of Crews & Cantwell purchasing the Matthews contracts, as Mr. Matthews had never done anything toward furthering the Choctaw case before the committees of Congress or elsewhere, and that Mr. Cantwell was so favorably impressed with the proposition that he authorized him (Conerly) to call upon Attorney Matthews and endeavor to bring about a transfer of his contracts to Crews & Cantwell, which he (Conerly) proceeded to carry out, resulting in Mr. Matthews transferring the 2,258 contracts that were procured in his name to Crews & Cantwell for a cash consideration of \$1,300, together with Mr. Matthews retaining a certain per cent interest in the contingent fee provided in the contracts, and that he (Conerly) supervised the legal transfer of said contracts from Matthews to Crews & Cantwell and carried them from Mr. Matthews' office in the Bond Building to Crews & Cantwell's office, then in the Munsey Building.

Mr. Conerly further stated that A. P. Powell in his deal with W. B. Matthews was to receive a certain per cent of the contingent fee provided in the contracts, and in order to eliminate Powell, and that he would have no further interest in these 2,258 contracts, Mr. Cantwell paid Powell \$300 in cash; this payment to Powell, as stated by Mr. Conerly, was that he might thus be gotten rid of in a friendly way and with the understanding that he (Powell) was not to re-

turn to Mississippi to engage in soliciting contracts with Choctaw or Chickasaw claimants.

Mr. Conerly stated that he was then engaged by Crews & Cantwell to procure contracts for them, and that arrangements were subsequently made by which Powell assisted him for a time, and that during 1912 and early part of 1913 he (assisted by Powell) procured about 1,300 contracts for Crews & Cantwell and turned the same in to them; that Powell then commenced taking contracts in his own name, and his present whereabouts are unknown to Conerly.

Mr. Conerly still further stated that since March, 1913, he has been in the employ of Mr. T. B. Crews, of the firm of Crews & Cantwell, in procuring Choctaw contracts, and had on the 28th ultimo about 1,800 executed contracts all indexed and ready to turn in, thus approximating about 9,558 of this class of contracts controlled by Crews & Cantwell, apart from any they may have obtained through parties whom he (Conerly) has no knowledge. To the above-stated total may be added the 2,300 Freedmen contracts as estimated by Robert L. Fortune, of Wilburton, Okla., who was one of the solicitors obtaining contracts from Freedmen for Crews & Cantwell.

Mr. Conerly stated to me that he had obtained contracts from Mississippi Choctaws residing in 15 different States and that there are now so many influential persons interested in this claim that he has great hope of the early enactment of legislation directing the reopening of the Choctaw and Chickasaw rolls.

With reference to the representations made and methods adopted by A. P. Powell in obtaining contracts from Mississippi Choctaw applicants Mr. Conerly stated that he had been associated with Powell at intervals, from 1910 to the early part of 1913, in writing up contracts for Choctaw claimants, and that during all that period he had never heard Powell represent himself as a Government official; on the contrary, had often heard him tell applicants that he was in no way connected with the Government, but that the impression prevailed among the people in general that Powell represented some high authority in canvassing for and executing the contracts he was obtaining; that he never heard Powell state that he was a lawyer, but knows that the impression prevailed in general that he was an attorney.

Mr. Conerly stated that he has not met Powell during the past year and did not know where he is at the present time, but had heard that he is still engaged in soliciting contracts from Choctaw claimants, taking the contracts in his own name on a 20 per cent contingent fee and charging each applicant \$2.50 for executing their papers, and he (Conerly) expressed the belief that Powell has realized several thousand dollars through the \$2.50 fee invariably received by him from each of the many claimants from whom he obtained contracts since severing his connection with Crews & Cantwell in 1911.

Mr. Conerly remarked with reference to A. P. Powell that he regarded him as a shrewd individual who made a good impression upon persons meeting him casually, but that from having acquired a very thorough knowledge of Powell's characteristics, he (Conerly) would not wish to be associated with him in any business transaction.

As pertinent in the premises, I transmit herewith as "Exhibit B" copy of statement of said Luke W. Conerly, made under oath to

Special Indian Agent W. W. McConihe at Jackson, Miss., on April 26, 1911; the original of which I submitted to Mr. Conerly at Gulfport, Miss., on the 28th ultimo and which he verified as true and a correct statement of matters therein referred to up to the time the said statement was made and sworn to by him.

There is also transmitted herewith as "Exhibit C" letter of Luke W. Conerly, of Gulfport, Miss., addressed to me under date of 17th instant, to which is attached a printed circular of Crews & Cantwell, date February 16, 1912, accompanied by printed copy of an affidavit of A. P. Powell, dated November 6, 1911, which has reference to the discontinuance of A. P. Powell by Crews & Cantwell and the employment by them of said Mr. Conerly to continue the work of procuring contracts from Choctaw claimants who desired to be represented by Crews & Cantwell.

I also transmit, as "Exhibit D," copy of affidavit of said A. P. Powell, acknowledged at Jackson, Miss., by W. W. McConihe, special United States Indian agent, on April 27, 1911, wherein Powell states that he took about 4,000 applications and made no charge for them, after which he charged applicants \$1.25 each; that he made this charge because the money that had been advanced by Crews, Cantwell & Hurlbut was exhausted; that he sent all these claims he was making a charge for to Crews & Cantwell; that he took about 100 applications at Monticello, Miss., for Crews & Cantwell and charged \$2.50 each there; that he took a few names at Biloxi, Miss., and charged \$1.25 for each applicant there, and that these claims were for Crews & Cantwell; that he also visited Meridian, Miss., and took about 88 applications there for Crews & Cantwell, but for which no charge was made; and that he had taken no applications for Crews & Cantwell after his association with Matthews (meaning Attorney W. B. Matthews, of Washington, D. C.).

From the foregoing statements of Powell in his said affidavit he doubtless took contracts for Crews & Cantwell from approximately 4,200 claimants, as stated on page 13 of this report, and also as shown on page 14 hereof, by copy of Mr. C. B. Moling's letter of June 12, 1911, to Hon. W. L. Dechant, of Middletown, Ohio, which, with the 2,258 contracts taken by Powell for W. B. Matthews and subsequently transferred to Crews & Cantwell, and as stated by Luke W. Conerly (assisted by Powell), 1,300 turned into Crews & Cantwell during 1912 and early part of 1913 (see p. 37 of this report) together with about 1,800 additional contracts which Mr. Conerly has recently procured and ready to turn in to Mr. Crews (see also p. 37 of this report), approximates 9,558 of this class of contracts on a 30 per cent contingent fee, controlled by Crews & Cantwell and their associates of the Texas-Oklahoma Investment Co., and which, with about 2,300 contracts obtained for Crews & Cantwell from freedmen on a 35 per cent contingent fee, as stated by Robert L. Fortune (see pp. 30-32 of this report), brings the number of claimants represented by them up to 11,858, approximately.

I transmit herewith five forms of blanks used in executing these contracts, "Exhibit E" being the form used by A. P. Powell in procuring contracts for Crews & Cantwell while working on a salary for them. "Exhibit F" was the form used by said Powell while procuring contracts for W. B. Matthews. "Exhibit G" is the form

now being used by A. P. Powell in taking contracts in his own name. "Exhibit II" is the form used by Luke W. Conerly in writing up contracts for T. B. Crews. "Exhibit I" was the form used by the three subagents of J. Milton Turner in procuring contracts from Choctaw and Chickasaw Freedmen for Crews & Cantwell, and "Exhibit J" contains copies of five notices circulated by A. P. Powell in soliciting contracts; also specially prepared press dispatches for distribution, with the evident object of thus arousing enthusiasm in the Mississippi Choctaw matter.

In conclusion I desire to state that from a careful perusal of the numerous letters of claimants, from whom A. P. Powell had obtained contracts, seeking information with reference thereto, as contained in the file of papers furnished me by the Indian Office for reference in this investigation, together with my having interrogated numerous persons as to the representations made to claimants by Powell and other solicitors, it appears that Powell did not represent himself as an official of the Government nor of the Choctaw Nation, and thus therefore avoided violating the statutes in that respect, notwithstanding which, as stated by many persons, the impression undoubtedly prevailed, especially among the more ignorant, that he was a lawyer and represented the Government in some manner in soliciting contracts from Choctaw claimants.

Many persons whom I interrogated regarding the matter asserted that Powell had invariably denied being in any way connected with the Government, and was only endeavoring to get the rolls reopened that the unenrolled Choctaws might receive their rightful shares, which, as stated by him, would be 320 acres of land and about \$2,500 in cash to each claimant, less 30 per cent contingent fee to the attorneys.

I return herewith the file of papers furnished me by the Indian Office for reference in this investigation.

Very respectfully, your obedient servant,

JAMES McLAUGHLIN,
Inspector.

EXHIBIT A.

[S. L. Hurlbut, president; L. H. Beal, secretary. Alfalfa, corn, oats, cotton, rice, cane, and truck lands.]

GULF COAST LAND & INVESTMENT CO.,

STATE BANK BUILDING,
El Campo, Tex., March 8, 1911.

A. P. POWELL,
Bay St. Louis, Miss.

DEAR SIR: Your letter addressed to Mr. Hurlbut, under date of March 6, has just reached us, and as Mr. Hurlbut is away from the office at this time and as you seem to have a wrong idea of the amount that has been spent for contracts, or rather for the actual expense of taking contracts up to the present time, we think it advisable to supply you with the figures, as shown on our books, for the money already paid out for field work, for the actual expense of taking the contracts, not to say anything of that used by Crews & Cantwell, in getting ready for proving up.

Powell has received, to cover expenses, to date.....	\$2,006.02
Powell has received salary for taking contracts.....	900.00
Nickols has received for helping in taking Oklahoma contracts.....	125.00

Turner has received for helping in taking Oklahoma contracts	\$165.00
Hurlbut has been to an expense in going to Oklahoma and taking contracts there	\$27.00

Or there has been a total spent on taking contracts of..... 3,523.02

So you will see that, instead of as you say, when you make the statement that you have used only \$1,800 yourself you have really used \$2,904.02, and this does not include the \$65 given you by Cantwell while you were in Washington the last time. And you will see by this that Mr. Hurlbut was exactly right when he stated that about \$7,000 has already been spent.

Mr. Hurlbut will no doubt answer the part of your letter where you refer to his paying you \$122 when he returns to the office, and I think this matter will be fixed up between you and him in a satisfactory manner, as he wishes to do exactly what is right by you.

Yours, very truly,

L. S. HURLBUT.
Per L. H. BEAL.

STATEMENT OF MR. LUKE WARD CONERLY.

Mr. Luke Ward Conerly, of Gulfport, Miss., station "A," made the following statement to Special Agent McConihe at Jackson, Miss., April 26, 1911, under oath:

I know A. P. Powell. He is engaged in writing up Choctaw claims in Mississippi. I am working with Mr. Powell now. Have been with him at Tylertown, Pike County, Bay St. Louis, and I am now engaged at McComb City, Pike County. I was not with him all the time at Bay St. Louis. I have been present when large numbers of persons appeared before Mr. Powell, and I never heard him say he was a Government official or agent, or make any statement that could lead others to think so.

I met Powell about July and asked him what he was doing, and he said he was getting up claims for Mississippi Choctaws under the treaty of 1830. I understood that he had been before Congress with the claims. He said that Crews & Cantwell were getting up the claims to present to Congress, the courts, or the department. Powell said he was getting the claims for that firm. I do not know what he gets out of it. I have never heard Powell say that he was representing the Government, nor have I ever heard anyone say that they heard or was told by Powell that he was a United States official, or was representing the Government. At Bay St. Louis he was making no charges at first for his work. Powell required every applicant to show up his ancestry.

At Bay St. Louis he ran out of blanks and had some more printed, and afterwards charged them \$1.25, including notary fee. Powell sent me to Tylertown to work there getting up claims, and I made a charge of \$2.50 for each application written up and paid him \$1 for blanks. I wrote up about 150 applications. The charge was to cover expenses. I represented to the people that they were entitled to put in claims against the Government under the provisions of the treaty of 1830, subject to such legislation by Congress as might be determined, and that they would have to enter into a contract if they wanted to put in a claim on a 30 per cent contingent fee, as shown by the contract with Crews & Cantwell, who were the lawyers having charge of the matter, who would present the claims to Congress. I have been at McComb City working up claims since March 21, and making a charge of \$2.50 for each application. I pay Powell \$1 for a set of blanks of two, and keep \$1.25 and pay the notary 25 cents. I am taking all these applications in the name of William B. Mathews, of Washington, D. C. Last December 19 I closed at Tylertown and went to Bay St. Louis and brought him all the applications I had left. These were the last I wrote up for Crews & Cantwell. I wrote no more after that until about March 13, when I met him at Columbia, where he was writing up claims for W. B. Mathews. He gave me to understand that he no longer represented Crews & Cantwell, but gave me no reason for the change. He gave me 100 sets of blanks to take to McComb and open an office there. Our agreement was that I should write 25 claims and send them to him with the \$25. I have sent him 50 contracts and \$50. I was not at Jackson with Mr. Powell. I made

\$1.25 on each application at McCamb. I tell the people this is for my expenses. I certify that the above statement was made to me under oath.

W. W. McCONIFF,
Special Indian Agent.

EXHIBIT C.

GULFPORT, MISS., *June 17, 1914.*

Maj. JAMES McLAUGHLIN,

Inspector, Indian Office, Washington, D. C.

DEAR SIR: While you were in Gulfport I promised you I would send you a circular sent out by Crews & Cantwell from Washington in reference to A. P. Powell and also my employment by them in February, 1912. You will note that during the engagement of myself by Crews & Cantwell in which Mr. Masterson was concerned I was forbidden to charge even a notary fee against those who appeared before me.

Mr. Masterson refusing, after the 1st of February, 1913, to furnish any more money to cover my expenses, I took contracts during that month for that firm at my own expense. After February, 1913, say 1st of March, 1913, I entered into an agreement with Thomas B. Crews to take contracts in his name, he to cover my expenses, except I reserved the right under the Mississippi laws to charge my notary fee of 50 cents each against those able to pay, and I have made it a rule not to charge a widow or a woman dependent on her own resources for a support, nor a cripple, nor any one else not able to pay the 50 cents notary fee.

Not being allowed any traveling money in 1912 by Crews & Cantwell and Mr. Masterson, in some instances, in order to save the expense of coming to Gulfport, where there were groups of claimants, they volunteered to cover my expenses to their neighborhoods and return. In no instance whatever have I made a charge against persons putting in claims through me; neither have I appointed any subagent, nor allowed anyone, if I could help it, to charge for making out proof and contracts for others where I furnished the blanks, but I can not say this was not done in some instances without my knowledge.

I have always been careful to explain the situation of our case before the Committee of Indian Affairs, as I was present at the opening of the case before the subcommittee, February, 1912, and understood the situation, and have tried to impress upon the minds of all that the rolls could not be opened; nor could the Secretary of Interior do anything without the enactment of a law to authorize it; and especially have I urged people not to annoy the Interior Department, nor our lawyers and Congressmen, with letters—to be patient and wait.

So anxious have our people been to get their claims in and to secure their rights that they would willingly have paid me a cash fee for the work of getting up their ancestral records and proof and preparing their papers for their attorneys and I could have reaped thousands of dollars in the last two years; but, instead, I have expended a thousand dollars of my own earnings going to them to do the work for them free of charge, besides money furnished me by my associates and employers, Crews & Cantwell. Knowing the hard contest before us in Congress on account of powerful opposition, I was opposed to the charge of a petty fee against the claimants when their attorneys were doing their work for a contingent fee subject to modification and approval of the Secretary. By a special arrangement with Mr. Cantwell and also with Thomas B. Crews, I own a number of contracts in my own right, taken in the name of Crews & Cantwell, and I am trying, and have been all the time, to conform to my instructions from, as outlined in the circular inclosed sent out by them in February, 1912.

Yours, sincerely and truly,

LUKE W. CONERLY.

OFFICE OF CREWS & CANTWELL, 420 MUNSEY BUILDING,
Washington, D. C., February 16, 1912.

To the Mississippi Choctaws:

We inclose herewith a copy of an affidavit made by A. P. Powell which explains itself. The occasion for sending this affidavit to you and for the statement which follows arises by reason of the fact that all relations between A. P. Powell and the firm of Crews & Cantwell are now severed.

A short history of our relations with him may not be improper. In the month of May, 1910, Mr. Cantwell had some business before the Committee on Indian Affairs with relation to citizenship claims in the Choctaw-Chickasaw Tribe, and made an argument before the committee on that day. At the conclusion of his argument Powell made to the committee a statement of his claim as a Mississippi Choctaw. (A copy of the statement of Mr. Powell made at that time, is herewith inclosed for your information.) Mr. Cantwell had had no occasion to investigate the claims of the Mississippi Choctaws prior to that time, but upon a casual examination of the matter he became impressed with the idea that there was much more foundation for the claim of rights of the Mississippi Choctaws than had been stated by Mr. Powell before the committee, and upon a full investigation he became convinced that the claim of rights of the Mississippi Choctaws was well founded, and thereupon our firm employed Powell upon a salary to go to Mississippi and secure contracts for us and in our name as attorneys to represent the claimants. Powell gave us to understand at that time that the number of claimants would be about 2,000, and the money was provided for all the expense of taking that number of contracts. There were many more claimants than we were led to believe existed, and after nearly 3,000 contracts had been taken, the money provided for that purpose became exhausted. Mr. Cantwell requested Powell, who was then in Washington, to return to Mississippi, and stop the work of taking contracts until arrangements could be provided for funds to pay the expenses of taking more contracts, and Powell was paid his expenses to return to Mississippi. Powell at that time suggested to Mr. Cantwell that the claimants would pay the expenses themselves, but as no bill had been introduced for the relief of the Mississippi Choctaws and as it was uncertain at that time whether any legislation would be enacted, Mr. Cantwell felt that to charge claimants for making out the papers, or to permit them to pay the cost of doing so, might cause the enemies of the Mississippi Choctaws to designate the efforts to get them together as a scheme of graft for these fees, and our firm was not willing to have the cause injured by permitting any occasion for such charges. Powell then went to Mr. W. B. Matthews, a lawyer of Washington, D. C., and represented to Mr. Matthews that there were a large number of claimants in Mississippi who were willing to pay for writing up their contracts, provided they could get a lawyer to represent them. Mr. Matthews consented to represent them in the event that Powell could secure the contracts, and quite a number of contracts were taken by Powell in the name of W. B. Matthews under this arrangement, the claimants paying a fee for writing the contracts. The firm of Crews & Cantwell had absolutely no connection with this whatever, and during all this period Powell was not in our employ and not in any wise connected with us. During all this time, however—that is, while Powell was taking contracts for Mr. Matthews—no contracts were taken for us or in our name, although we were doing all the work of preparing the law governing the case of the Mississippi Choctaws. Powell had up to this time still retained a contingent interest in the fee which might be eventually recovered by us, and desiring to eliminate him from all connection with our contracts, he was paid the sum of \$2,400 in cash and he then relinquished all interest, contingent or otherwise, in the contracts which he had secured for us. This payment was in addition to the sum of \$150 per month and his expenses, which had been fully paid him during the time he was taking contracts for us. Later, that is, within the last two months, Mr. Matthews, having then investigated the matter, became convinced that we were in a better position to present the case of the Mississippi Choctaws and to handle their interests than anyone else, transferred all the contracts which had been secured in his name to us and substituted our names as attorneys in accordance with the power given him by each individual contract.

From the beginning of this work we have been entirely willing to give Powell all the credit to which he may be entitled by reason of the fact that, without knowing upon what legal ground the rights of the Mississippi Choctaws depended, he remained in Washington almost friendless and alone (up to the time that he met Mr. Cantwell), insisting that he, as a Mississippi Choctaw, had some rights which had been disregarded. We have always regarded Powell as the instrument of Providence in keeping alive the claim of at least one Mississippi Choctaw after the closing of the rolls in 1907 up to the time when the work was commenced at our expense in Mississippi. For his energy after his return to Mississippi in keeping up the interest of the people there in their rights (although he was paid therefor a much higher salary than he

had ever earned before in his life), we have always been willing to concede him full credit and honor. Unfortunately, however, Powell now seems to have the impression that he is a *lawyer*, that he should direct this campaign, and he has been particularly restless and sensitive about the few mild criticisms which we have indulged in regarding certain misrepresentations which he had ignorantly made to the people in Mississippi.

Some two weeks ago we engaged Powell upon a salary to go back to Mississippi to assist Mr. Luke W. Conerly, of Gulfport, Miss., in taking such contracts as might still be obtainable from claimants, with the express provision that Powell and Conerly should be paid a salary and that no charge should be made the claimants. While we do not regard it as anything improper for the claimants to pay the expenses necessarily incident to making contracts for the protection of their rights, yet, having defrayed all the expenses of taking contracts for us before and desiring to prevent any reflection upon the agitation for those rights as being a means by which a petty profit might be made, we have steadily opposed the idea of taking any contracts except at our own expense.

A telegram has just been received from Powell in Mississippi say that "Our deal is off." Owing to his peculiar impulsive disposition, we are led to fear that he may be indulging in some misrepresentation as to what is now being done in Washington and that he contemplates some arrangement by which he may continue to charge claimants for taking their contracts as he had heretofore done with the Matthews contracts.

We desire to say to the claimants that a bill for their full and adequate relief has been introduced in the lower House by Mr. Harrison, of Mississippi; that all the members of the Mississippi delegation and Mr. Wickliffe, of Louisiana, are enthusiastically supporting the bill; and that Congressman Harrison and Mr. Cantwell are now engaged in making arguments before the Subcommittee on Indian Affairs in Congress, making a full presentation of the case, and that everything is being done that can be done for the relief of these claimants.

Mr. Luke W. Conerly, of Gulfport, Miss., who is himself a Mississippi Choctaw claimant, will return to Mississippi from Washington in a few days, and any of your friends or relatives who are not now represented by us who desire attorneys to represent them may procure blank contracts and blank memoranda of evidence from Mr. Conerly. All those who apply to him at Gulfport, Miss., will have the memorandum of their evidence filled and the contracts prepared and acknowledged without charge, and upon giving him the preliminary information by mail, the papers will be prepared by him and returned to you at your home in the event that you can not get to Gulfport. In case the papers are acknowledged at your own home, however, the claimant would be expected to pay the notary fee, which in any event would not be more than 50 cents.

We repeat we have never had any desire to take away from Powell the credit for whatever work he has done. He is in the habit of looking upon himself as the "father" of the Mississippi Choctaws. We have been reliably informed that Powell has heretofore represented throughout Mississippi that he was the attorney who presented this matter before Congress. In order to gratify his vanity we had inserted in the first contracts a recognition of Powell's services, but the copy of the statement and the only statement which Powell has ever made before any committee of Congress, is herewith inclosed, from which each claimant can easily determine for himself that if the rights of the Mississippi Choctaws had depended upon Powell's efforts alone, they would not have gotten very far toward being recognized. The statement itself shows that Powell did nothing except call attention to his own claim, and a comparison of his statement with the voluminous brief of Mr. Cantwell shows how imperfectly even his own rights were stated. Whatever Mr. Powell may do can not affect the rights of the claimants. Their rights will be fully protected in any event, and this letter is sent you only for the purpose of thoroughly acquainting you with the situation in order to prevent the possibility of any wrong impression being created in regard to your claim.

CREWS & CANTWELL.

STATE OF MISSOURI, *City of St. Louis, ss.*

A. P. POWELL, upon his oath, deposes and says:

That in the month of May, 1910, at the city of Washington, D. C., he was employed by the firm of Crews & Cantwell to secure contracts for them for

their employment as attorneys by persons claiming rights as Mississippi Choctaws under the treaty of 1830; that his instructions from Mr. Cantwell were to write the contract of no person who was not a bona fide claimant under said treaty, and to write contracts with no person except those who had record or evidence by tradition of their pedigree as a descendant of a person entitled to lands under the treaty of 1830; that he was paid a salary of \$150 per month, and all of his expenses, and had a contract for a contingent interest in the fees that might be recovered by Crews & Cantwell; that all of the expenses of securing about 3,800 contracts, including the acknowledgments, were paid by the firm of Crews & Cantwell, and that no charges were made by him against any of the claimants for any of his services in writing contracts for Crews & Cantwell; that after Crews & Cantwell stopped taking contracts, the affiant was besieged by other persons who had had no opportunity, up to that time, to have their contracts written, and that affiant, upon his own responsibility, took contracts with about 300 persons, in the name of Crews & Cantwell, charging the applicants a fee of \$1.50 for each contract; that after communicating to the firm of Crews & Cantwell the fact that these last 300 had been taken for which this charge had been made, Mr. Cantwell first declared that as they had made no charges for the other contracts, they did not want these contracts at all, but realizing that this would put the claimants in a bad position and that their rights might be neglected, the contracts were finally accepted by Crews & Cantwell; that Mr. Cantwell instructed this affiant to return the \$1.50 charge made by this affiant, and that Crews & Cantwell then paid this affiant his expenses, while taking these last-mentioned contracts.

That over 3,800 contracts had been taken prior to that time, for which no charges had been made; that under no circumstances and at no time did Crews & Cantwell, or any one of them, authorize or request that any contracts be taken for which a charge should be made, and that the only contracts taken in their name for which charges were made, were as above detailed and under the above circumstances, which was after Crews & Cantwell had notified this affiant that they did not wish to go further on taking contracts.

That at no time and under no circumstances did Crews & Cantwell, or any one of them, ever instruct this affiant to take the contract of any person who did not claim to be a lineal descendant of an Indian entitled to lands under the treaty of 1830.

Affiant further states that he has taken no contracts with full-blood negroes; that until within the last six weeks neither Crews nor Cantwell had any knowledge of the large number of persons with negro blood in Mississippi claiming such rights, although Mr. Cantwell had stated to this affiant that he did not regard the presence of negro blood as a sufficient bar to destroy the legal right of one who had undoubted Indian blood and is an undoubted descendant of an Indian claiming rights under the treaty of 1830, although Mr. Cantwell had stated to this affiant on several occasions that the fact that one had negro blood would make it very difficult to establish the heirship. This affiant states that out of over 4,000 contracts taken, there are not more than 20 per cent who have any negro blood whatever.

Affiant further states that in consideration of the sum of \$2,400 paid him in cash, he has relinquished and conveyed to Crews & Cantwell all his contingent right in the fees in the contracts above referred to, and hereby cancels said contract; and that this affiant has no further financial interest in the fees or the contracts made in the name of Crews & Cantwell.

Affiant further states that he has not heretofore assigned his right to a contingent interest in the fees aforesaid to anyone.

A. P. POWELL.

Subscribed and sworn to before me this 6th day of November, 1911.

(My term expires June 3, 1913.)

[SEAL.]

SARAH M. HAWLEY, *Notary Public*.

EXHIBIT D.

JACKSON, MISS., April 27, 1911.

ALEX. P. POWELL, being first duly sworn by Special United States Indian Agent W. W. McConihe, deposes and says as follows:

I reside at Homer, Okla. My present occupation is getting up claims among the Choctaw and Chickasaw Indians and their descendants who remained in

Mississippi after the Dancing Rabbitt Creek treaty of 1830. I was first employed by Crews & Cantwell, of St. Louis, Mo. I went before the Committee of Indian Affairs in Congress at Washington, April 2, 1910, and they gave me a hearing on the claims of these Indians. Mr. Harry J. Cantwell was present at the hearing, and after I got through my talk with the committee Cantwell came to me and asked me how much money I wanted to take the claims in Mississippi. I said it would take at least \$5,000. Cantwell wired S. L. Hulbert, of El Campo, Tex., to come to Washington at once. Hulbert came to Washington and arranged with Cantwell, and Hulbert guaranteed to put up \$5,000 for getting the work of the applications.

I first opened an office at 315 Farish Street, Jackson, Miss., and began to take applications. I put an advertisement in the paper at Jackson inviting all persons who were descendants of the Choctaw-Chickasaws under the treaty of 1830 to appear before me and make proof of their rights and descent. I took about 700 applications at Jackson and made no charges to the applicants therefor. I next went to Bay St. Louis and opened an office there near the railroad depot and put an advertisement in the Sea Coast Echo of that city, being the same as I put in the papers at other places. I took about 4,000 applications and made no charge for them. After the 4,000 were registered more applications came in and I charged them \$1.25 each. I made this charge because the money that had been advanced by Crews, Cantwell, and Hulbert was exhausted, and they refused to put up any more money for taking applications. This charge by me was to cover expenses of continuing the work of getting applications. I sent all these claims that I was making a charge for to Crews & Cantwell. I went from Bay St. Louis to Washington to see Mr. Cantwell and tried to get Hulbert to put up more money and Hulbert notified me at Jackson, Miss., that he had put up \$7,000, and that we had to take proof of the same, and he was willing to put up the \$7,000 for that purpose. He has not put it up yet.

We went to Columbia, Miss., and took about 100 applications there. The contracts that we wrote there were made in the name of William D. Matthews, of Washington, D. C. I have associated myself with Matthews for the reason that Crews & Cantwell said that they had enough claims, and that Hulbert would not put up any more money for claims. My agreement was made with Matthews that he was to appear before the committee of Congress with me, and our contract with the applicants was for 20 per cent of all amounts recovered and not for 30 per cent as was printed in the contract, which is an error and which has been corrected in the written applications. I went to Monticello and took applications for Crews & Cantwell and charged \$2.50 each there. I took about 100 names there. I took a few names at Biloxi and charged \$1.25 for each applicant there. These claims were for Crews & Cantwell. I also visited Meridian and took about 88 applications there for Crews & Cantwell, but for which no charge was made. I have taken no applications for Crews & Cantwell since my association with Matthews.

I am working at Philadelphia, Miss., now and have taken about 100 applications for Matthews and am charging \$2.50, and the applicants are very willing to pay the amount. I am making this charge because Matthews has put up no money for me and my expenses, and I have to use the money to pay for my clerk hire, office rent, and other expenses in connection with the work of taking applications.

Mr. Luke Conerly is employed by me at McComb City, Miss., to get applications. He charges each applicant \$2.50. I get a dollar out of this \$2.50 for my expenses and the printing of blanks which I furnish him. I have paid expenses of Conerly out of this money when he was traveling, board bill, telegraphing, and other incidental expenses he has incurred.

No one is working for me in Oklahoma or Arkansas. I do not know J. Eubanks, and he is not associated with me in any way in the work I am doing.

I have never at any time, or to any person, said that I was a Government official in any respect. I have only represented that I am acting and representing my people before Congress, and I am getting up these claims for that purpose.

When at Jackson in June, 1910, I had a circular sent out and meant to say that I was a representative of my tribe and obtaining applicants for their rights as Choctaws and Chickasaws, but by an error my clerk said that I was a practicing attorney before the committees of Congress. That was not my intention to have it so stated, and I am not responsible for the error.

The contract forms used by me were worded and made up by Crews and Cantwell, and I am not responsible for anything in such wording.

I, Alec P. Powell, do solemnly swear that the foregoing statement was made voluntarily by me, and that it is true in every respect, to the best of my knowledge and belief.

ALEXANDER P. POWELL.

Sworn to and subscribed before me, this 27th day of April, 1911, at Jackson, Miss.

W. W. McCONIHE,
Special United States Indian Agent.

FRANK B. LEMLY, *Jackson, Miss.*

EXHIBIT E.

MISSISSIPPI CHOCTAW CONTRACT.

This agreement, made this 5th day of September, 1910, by and between Louis Joseph Ryan, now residing at the town of Biloxi, in the county of Harrison, State of Mississippi, party of the first part, and Thomas B. Crews and Harry J. Cantwell, jointly, parties of the second part, witnesseth:

That, whereas the party of the first part is entitled, as a Mississippi Choctaw or as a descendant of a Mississippi Choctaw, under the laws of the United States, to certain rights in the distribution of the tribal property of the Choctaw-Chickasaw Indian Tribe in Oklahoma; and

Whereas the party of the first part has been heretofore denied enrollment or has had no opportunity to make application for proper enrollment in said rolls as a Mississippi Choctaw; and

Whereas it is necessary that the party of the first part shall secure the lawful professional services of attorneys for the purpose of presenting such evidence as the party of the first part may have of his status and right as a Mississippi Choctaw or a descendant of a Mississippi Choctaw, so entitled to the rights aforesaid, and for other necessary legal services in establishing and securing his rights in the premises; and

Whereas the party of the first part is without any means or funds to compensate such attorneys and counsel;

Now, therefore, the premises considered, the parties of the second part jointly agree:

First. To represent the party of the first part as attorneys and counsel in presenting to the Interior Department such lawful evidence as the party of the first part may collect to establish the facts of his pedigree and status, and such other facts as may be necessary to establish the right claimed.

Second. To represent as attorneys the party of the first part in all legal proceedings before any court, commission, or department of the Government of the United States or the State of Oklahoma, wherever and whenever such right may be properly and legally tried.

Third. To present before the committees of Congress proper legal argument in support of the right so claimed or in support of any measure tending to provide a remedy for the right so claimed.

Fourth. To furnish party of the first part necessary information for the purpose of enabling him to select to the best advantage any lands that he may be entitled to by reason of said right.

Fifth. To collect all sums of money, lands, and property that may properly be collected, selected, and received hereafter by reason of said right, and to faithfully pay over and account to said party of the first part for all such sums of money and property after deducting the compensation hereinafter provided for.

In consideration of the premises and the agreement of the parties of the second part as aforesaid, and of services heretofore rendered by them, the party of the first part contracts and agrees to pay and assign, transfer, and convey to the parties of the second part 30 per cent of all sums of money, lands, and property that may be received by reason of the right claimed, and hereby irrevocably appoints the parties of the second part his true and lawful attorneys in fact, to do any and all acts in his name, place, and stead as fully and completely as he might do in person in and about the subject matter of this agreement, and to execute such receipts, discharges and releases as the party of

the first part might lawfully do, hereby ratifying and confirming all that his said attorneys in fact and in law may do in the premises.

The party of the first part hereby revokes all powers of attorney, if any, heretofore made by him to any person or persons whomsoever, touching said rights or interests, and requests that the Interior Department of the United States recognize the parties of the second part as his exclusive agents and attorneys in the premises.

And it is hereby specifically agreed that the appointment herein of Thomas B. Crews and Harry J. Cantwell is joint, and that in the event of the death of either the survivor shall succeed to all rights and benefits of this agreement, and shall perform all of the duties hereunder.

It is further agreed that by reason of the legal services rendered prior to and at the signing of this agreement, in advising the party of the first part as to his legal rights, and in consideration of the services heretofore rendered by A. P. Powell before the committees of Congress in presenting the claims of the class of persons to which the party of the first part belongs, said parties of the second part having compensated said A. P. Powell therefor, and in further consideration of the absolute agreement herein of the parties of the second part to perform the services herein, that the powers herein granted are powers coupled with an interest; and it is agreed that the parties of the second part may jointly designate, substitute, and appoint, in writing, any competent attorney or attorneys at law to assist in the performance of the duties of the parties of the second part hereunder, and to clothe said person or persons with all the powers herein granted to the parties of the second part, the parties of the second part hereby guaranteeing the efficiency and integrity of any and all persons who may be thus appointed, it being distinctly understood that the compensation of such persons for such assistance shall not be paid by the party of the first part.

It is further understood and agreed that, in the event it becomes necessary under any law now existing or hereafter enacted, that this contract shall be approved by the Secretary of the Interior; then, in that event, the Secretary of the Interior may, in his discretion, modify the terms of this contract as to the compensation to be paid the parties of the second part, without invalidating this contract, and said contract as modified by said Secretary of the Interior shall be binding upon the parties hereto, provided always that the compensation fixed by the Secretary of the Interior shall in no event exceed the percentage above stated.

Executed in duplicate.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

Signed and delivered in presence of:

State of _____, county of _____, ss.

Before me, _____, a _____, in and for said county and State, on this _____ day of _____, 191____, personally appeared _____ and _____, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official seal at said county the day and year last above written.

EXHIBIT J.

To whom it may concern:

This is to certify that I, Alexander P. Powell, a representative of the Choctaw Tribe of Indians now engaged in soliciting contracts with Mississippi Choctaws for services to be rendered in prosecuting their claim before the different branches of the Government, in order to secure for them a reopening of the rolls of those entitled to share in the tribal property belonging to the Choctaw Tribe in the State of Oklahoma, am acting in my individual capacity and for the benefit of myself and those associated with me in this effort to secure the right of said Indians in said property.

I further certify that I am in no manner employed or engaged by the United States Government to solicit any contract with said Indians or perform any duty in connection therein.

Respectfully,

ALEXANDER P. POWELL.

NOTICE TO INDIANS.

This is your last chance in connection with William B. Mathews, attorney at law, Evans Building, Washington, D. C. I am engaged in writing up claims of all Mississippi Choctaws and their descendants who remain in Mississippi after Dancing Rabbit Creek treaty with the United States Government in 1830.

I will remain here for a few days only; I will be glad to write up all beneficiaries; we intend to submit all claims to the Sixty-second Congress, which convenes in Washington, D. C., April 4, 1911. I am Indian and Spaniard, and my grandfather was a signer of the great treaty concluded September 27, 1830.

ALEXANDER P. POWELL.

PHILADELPHIA, MISS.

NOTICE TO INDIANS AND THEIR DESCENDANTS—IN CONNECTION WITH HON. HARRY PEYTON, ROOM 420 BOND BUILDING, WASHINGTON, D. C.

This is your last chance to secure benefits under the bill introduced by Hon. Pat Harrison, of the sixth district of Mississippi, now pending before the Sixty-second Congress, for the relief of Mississippi Choctaws and their descendants who remained in Mississippi after the treaty of 1830.

I am an Indian and a Spaniard and my grandfather was a signer of the treaty of 1830.

I will be glad to write up all beneficiaries, and I have in my possession a record that will enable you to trace your ancestors back to 1780.

Those with negro blood need not apply.

I will be at ——— Miss., on the ——— day of ——— 1912.

ALEXANDER P. POWELL,

No. 106 Fourth Avenue, Laurel, Miss.

Office: Room 420, Bond Building, Washington, D. C.

(This paper was sent to Indian Office by Mrs. Viola Strickland, of Meridian, Miss., No. 1400 Tenth Ave., under date of Sept. 16, 1912.)

THIS IS YOUR LAST CHANCE—NOTICE TO THE ONCE MIGHTY TRIBE OF RED MEN WHO ONCE OWNED THIS COUNTRY AND TO THEIR DESCENDANTS.

In connection with Hon. Harry Peyton, room 408, and Hon. Oliver A. Phelps, room 619 Bond Building, Washington, D. C., I am still engaged in writing up all Mississippi Choctaws and their descendants who remained in Mississippi after the Dancing Rabbit Creek treaty with the United States Government, concluded September 27, 1830.

The treaty of 1830, known as the treaty of "Perpetual friendship," provides that the Indian Territory shall go to the Red Man and his descendants "as long as water runs and grass grows"; the treaty furthermore provided that our descendants that did not see fit to go to the Territory then, at any time that they may take a notion to come on and join the tribe in the Territory, they shall share in this distribution as long "as water runs and grass grows." If your ancestors were born east of the Mississippi River, call on me; it is possible that some of them may have been at the treaty mentioned above.

I am an Indian and a Spaniard, and my grandfather, Nita, was a signer of the treaty of 1830.

I have in my possession a record of the old aboriginal that will permit you to trace your Indian ancestry back as far as 1780.

All Mississippi Choctaw cases are now pending before Committee on Indian Affairs, Sixty-third Congress, first session, waiting for report and decision. I will be glad to write up all beneficiaries.

Those with negro blood need not apply.

I will be at W. J. Nelson's, 802 Second Street, Lake Charles, La., on September 5.

ALEXANDER P. POWELL.

NOTICE TO MISSISSIPPI CHOCTAWS.

In connection with Harry J. Cantwell, Thos. L. Crews, and William B. Matthews, attorneys of Washington, D. C., I am still engaged in writing up claims for the Choctaw-Chickasaw Indians and their descendants who remained in Mississippi after the Dancing Rabbit Creek treaty with the United States Government. I am a member of the Choctaw Tribe of Indians and my grandfather was a signer of the great treaty made September 27, 1830. I will be glad to communicate with any beneficiary at my office in Bay St. Louis, Miss.

A. P. POWELL,
Seabrook Hotel, Bay St. Louis, Miss.

" INDIANS " LIVING IN OLD MISSISSIPPI.

"All Mississippi Choctaw Indians and their descendants are asked to meet at the county courthouse next Sunday afternoon at 2 o'clock. The object of the meeting is to further the rights contained in the treaty of 1830 between the United States and Choctaws. (Biloxi Herald.)"

To which is answered: Such a meeting as is scheduled as per the above would be "nuts" for some moving-picture company, provided such meeting is attended by all the people who have filed claims as descendants of the tribe of red men known as Choctaws. They are of all shades and color, running from the real Indian to the coal-black, thick-lipped, flat-nosed, kinky-headed negro, with a good sprinkling of whites, in whose veins no one but themselves ever suspected that a drop of Indian blood flowed. But anything goes in this day and generation when the thought of "easy money" presents itself. Uncle Sam's coffers will scarcely be opened for the motley crew, however just may be the claims of some of the pure-bred Choctaws. (Gulf Coast Progress.)

HOUSTON INVESTORS MAY GET MILLIONS FROM INDIAN CLAIM.

A Houston organization, in which more than \$2,500,000 is at stake and the hereditary rights of the Choctaw tribe of Mississippi is the merchandise, has received quite a boost in a telegram received by Judge Harris Masterson. Many Houstonians are interested in the enterprise. The telegram reads as follows:

"Subcommittee report of Friday last was unanimous and recommends admission of all full bloods, also all others who can prove descent from one who either received or should have received patent under fourteenth article treaty of 1830. Meetings are executive and no arguments being heard."

To those who are not interested in the venture the telegram needs interpretation. It comes from Washington and has to do with a bill introduced by Mr. Harrison of Mississippi in behalf of the admission to enrollment of the Mississippi Choctaw Indians and their descendants to participation in the money and lands belonging to the Choctaw tribe.

Some time ago Judge Masterson was instrumental in forming an organization to urge the claim of the Choctaw tribe in a participation of certain lands in the territories and moneys in the United States Treasury. Many of these Indians were his clients. Going rather deeply into the matter he banded over 4,000 of these claimants together and became their representative and legal advisor.

Money was needed to carry the enterprise through, and a company was formed. Between 50 and 60 men came into the company, and many of these are prominent Houstonians.

Judge Masterson says that the venture is one which promises tremendous returns for the amount invested by the stockholders, and that he is confident Congress will give assent to the recommendation of the subcommittee.

WOULD RESTORE CHOCTAW INDIAN PENSION BILLS.

[Associated Press.]

WASHINGTON, *December 13.*

The bill introduced in the House last session by Representative Harrison, providing reopening of rolls of the Chickasaw-Choctaw Indian Tribes, came up for consideration in the House yesterday. A vote was not reached. In his speech in favor of the bill Mr. Harrison said, in part:

"The Mississippi Choctaws have been woefully neglected and unmercifully treated. They acquired rights under the fourteenth article of the treaty of 1830 that the United States Government has never fairly and justly recognized. Every act of Congress passed with respect to the Mississippi Choctaws has violated the spirit and the letter of that article of the treaty.

"The Oklahoma Choctaws were permitted by act of Congress in 1881 to sue the United States Government, in which suit they recovered from the Government \$8,000,000 for damages done to the Mississippi Choctaws in Mississippi. Scheming attorneys, representing the tribe, dictate agreements, suggest, lobby for, and have passed laws that not only make it impossible for the Mississippi Choctaws to be enrolled upon tribal rolls, but through their influence they have actually created courts to prevent or exclude the Mississippi Choctaws from being enrolled. One of the blackest spots in the history of the administration of the Choctaw Nation is the escapades practiced in the citizenship court.

"The Mississippi Choctaw is a part of that great Indian nation which never raised a tomahawk against an American citizen. Thousands of her warriors displayed their heroism under Jackson at New Orleans."

[Alexander P. Powell, representative Mississippi Choctaw Indians; office, room 408, Bond Building, Washington, D. C.; 331 Pine Street, Laurel, Miss.]

SHREVEPORT, LA., *October 28, 1913.*

Mr. COLUMBUS OVERMAN,
Dexter, Kans.

DEAR SIR: Yours of recent date to hand. Beg to advise that I have already written up a number of your relatives under their great-great-grandmother Delilah, who was an Indian woman, and if you wish to be written up, on receipt of \$2.50, which I require for recording fee, etc., I will send you blanks to be filled out. I do not charge you any fee, but when I collect for you I get 20 per cent of collections.

I am also inclosing you a Pat Harrison bill and other literature and you can see for yourself how the case stands.

Yours, truly,

ALEXANDER P. POWELL.

Hon. ALEXANDER P. POWELL,

DEAR SIR: Being a Choctaw descendant and desiring to make application for compensation for the violation of my rights under the treaty of 1830, between the Choctaw Nation and the United States Government, and being unable to go to your office for that purpose, I do hereby request that you come at your earliest convenience to _____, my place of residence, for that purpose, and I agree to reimburse you the necessary expense of your trip to and from said place, provided the same shall not exceed the sum of \$2.50.

Witness:

MEMORANDUM OF EVIDENCE.

In the matter of _____, Mississippi Choctaws.

Full name, _____.

Post-office address, _____.

When and where were you born? _____.

Is there any official record of your birth or baptism? If so, state where.

Father's name, _____.

If living, state post-office address. _____.

If dead, state date and place of his death. _____.

Mother's maiden name, _____.

If living, state post-office address. _____.

If dead, state date and place of her death. _____.

When and where were your parents married? _____.

Is there any record of the marriage? If so, state where. _____.

What was the name of your father's father? _____.

When did he die, and where? _____.

What was the name of your father's mother? _____.

When and where did she die? _____.

What was the name of your mother's father? _____.

When and where did he die? _____.

What was the name of your mother's mother? _____.

When and where did she die? _____.

What is the name of ancestors who received land or script under the treaty of 1830? _____.

How can you prove your descent from him or her? _____.

Give name and address of all witnesses as to your descent from such ancestor, and refer to all church records which can give any information. _____.

Did you ever go to Oklahoma to make application for enrollment on Choctaw rolls? _____.

Have you ever made settlement on any lands in Oklahoma? If so, describe same. _____.

Where were you denied enrollment? _____.

Have you any documents proving your pedigree? Where are they? If so, attach or submit them. _____.

Are any of your relatives now on the rolls of the Choctaw? _____.

Give names of friends and neighbors who can testify to any matter of interest regarding your pedigree.

NAME.	ADDRESS.
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Are any of your relatives now on the rolls of the Choctaw-Chickasaw tribe as a Mississippi Choctaw? If so, give names and address and number on roll.

If you can, give a description of the land your ancestors received in Mississippi under the treaty of 1830. _____.

STATE OF MISSISSIPPI, _____, County of _____.

_____, being duly sworn upon h— oath, deposes and says that the matters and things set forth in the foregoing statement are true to the best of h— knowledge and belief.

Subscribed and sworn to before me this _____ day of _____, 191—.

_____, Notary Public.



Part Six

the authorities that I can gather say that full-blood Choctaw means nothing more than a full-blood American.

Mr. HURLEY. I would like Mr. Cantwell present when I address the committee, because I make some comment concerning the argument he has made and the statements he has put forth as facts.

Mr. CANTWELL. Anything you may say will not worry me, Mr. Hurley, and I do not care whether I am present or not, unless it is something of an attack on my integrity, which I reserve the right to hold you responsible for somewhere else. If you have nothing of that sort to say, I do not care whether I am present or not.

Mr. HURLEY. About the apparent challenge to hold me responsible for what I may say, I am responsible and will be prepared to answer to you at any place, at any time, and under any circumstances for anything I say. I will attack your statement of what you say are facts, but which I think are not facts.

Mr. CANTWELL. Those matters can all be verified. Whatever I have stated as a fact I have tried to give my authority for. Therefore I do not think it is absolutely necessary that I should be here when Mr. Hurley makes his statement.

Mr. HURLEY. I thought it was only fair to tell you I think you ought to be present. I can not defer my statement any longer.

Mr. CARTER. We will meet to-morrow morning at half past 10 o'clock to go on with the hearing.

(Thereupon, at 2.40 o'clock p. m., the committee adjourned to meet to-morrow, Thursday, August 6, 1914, at 10.30 o'clock a. m.)

SUBCOMMITTEE OF COMMITTEE ON INDIAN AFFAIRS,

HOUSE OF REPRESENTATIVES,

Thursday, August 6, 1914.

The subcommittee met at 10.30 o'clock a. m., Hon. Charles D. Carter (chairman) presiding.

STATEMENT OF MR. LUKE W. CONERLY, OF GULFPORT, MISS.

Mr. CONERLY. Mr. Chairman, Mr. Cantwell could not be present before the committee to-day and requested me to appear to make some corrections with reference to the item of contracts in his statement. There is an item of 4,200 contracts mentioned in his statement, and that is incorrect. He wants that corrected. The fact is that it should be approximately 3,800 contracts or approximately less than 3,900 contracts. Mr. Cantwell inadvertently got 400 contracts, it seems, mixed up with that 3,800. It seems that they were contracts that were rejected by the Court of Claims and were thrown out, and that item was mixed up in his statement with these contracts, or 3,800 contracts, taken for him in 1910.

Mr. CARTER. I do not know, Mr. Conerly, that the difference of the 400 contracts is material, but I find here a statement from the inspector's report to the effect that there are 4,200—that he has found that there are 4,200 of these contracts. Then I find here a statement or letter from Mr. C. B. Moling, of Houston, Tex., to W. L. Dechant,

of Middletown, Ohio, attempting to hypothecate those contracts, in which he states that there are 4,200 contracts. He says:

A reputable and responsible firm of attorneys, with offices in St. Louis and Washington, D. C., have secured contracts with 4,200 Choctaw Indians to secure them their allotment of lands and money upon a percentage basis. The contracts provide that the attorneys are to receive 30 per cent of all lands and money received. These 4,200 contracts are one signed by the Indian, two witnesses to his signature, and acknowledged before a notary public.

Now, that was on June 12, 1911, and it exactly corroborates the other evidence that the inspector found with relation to these contracts. This man Moling seems to have been the agent of the Texas-Oklahoma Investment Co., who was trying to sell some stock in that company, and undoubtedly if the Texas-Oklahoma company had contracts he knew how many there were.

Mr. CONERLY. In explanation of that, Mr. Chairman, I might say this: That I worked in Mr. Cantwell's office some 30 or 40 days in the early part of 1912, and my knowledge of his office, of the contracts in his office at that time—that is, of Mississippi Choctaw contracts taken for him—was that there were 3,800, or something over, and I will say approximately less than 3,900.

Mr. CARTER. Were you working in Mr. Cantwell's office on June 12, 1911?

Mr. CONERLY. No, sir. I want to explain right there that those 400 contracts were evidently mixed up in his calculations in some way, but they did not belong to the 3,800 contracts mentioned in his report, and he wants that explanation made.

Mr. CARTER. Now, let me read to you what the contracts are. I read from page 27, from the third paragraph from the top, as follows:

From the foregoing statements of Powell in his said affidavit he doubtless took contracts for Crews & Cantwell from approximately 4,200 claimants, as stated on page 13 of his report, and also as shown on page 14 hereof, by copy of C. B. Moling's letter of June 12, 1911, to Hon. W. L. Dechant, of Middletown, Ohio, which, with the 2,258 contracts taken by Powell for W. B. Matthews and subsequently transferred to Crews & Cantwell, and as stated by Luke W. Conerly (assisted by Powell), 1,300 turned into Crews & Cantwell during 1912 and the early part of 1913 (see p. 37 of this report), together with about 1,800 additional contracts which Mr. Conerly has recently procured and is ready to turn in to Mr. Crews (see also p. 37 of this report), approximates 9,558 of this class of contracts on a 30 per cent contingent fee.

Mr. CONERLY. I want to make a statement here in regard to that report. The contracts I had taken, mentioned here, for William B. Matthews were taken in 1911.

In 1911 Powell opened his office at Columbia, Miss. That was in February, 1911, and he wired me to meet him there. I met him there, and he employed me to assist him that year. I assisted him in taking these contracts for William B. Matthews, but I was not with him. He sent me to McCombe City, and I was there three months. I then spent the remainder of the time in Gulfport getting contracts under his direction. I understand from this item of 1,300 contracts taken by Crews & Cantwell that the inspector inferred that I was assisted by A. P. Powell in taking these 1,300 contracts for Crews & Cantwell. That is an error. The fact is that Crews & Cantwell employed me in the latter part of February, 1912, while I was with them here in Washington City, just before the opening of the Mississippi Choctaw case before the subcommittee presided

over by Mr. Russell. Powell left Washington previous to February 16, 1912, which is the date of the circular letter sent out by Crews & Cantwell saying that they had severed their connection with him.

Mr. CARTER. Do you know that Mr. Cantwell himself admitted here before the committee that he had not severed all connection with him, and that after that time he paid him a salary.

Mr. CONERLY. Let me explain it to you on that——

Mr. CARTER (interposing). He said at first himself that he had severed all connection with Powell, but afterwards stated that they had paid him a salary to keep him quiet. What he wanted to keep him quiet about I do not know.

Mr. CONERLY. Let me tell you what I know about that. I want to say what I know about that. While I was in Crews & Cantwell's office in the Munsey Building here, Mr. Masterson, of Texas, was there, and they employed me to go to Mississippi and take charge of their business. They had no connection at that time with A. P. Powell, because they had severed all connection with him in February or January, 1911.

Mr. CARTER. Here is what Mr. Cantwell said:

Mr. CARTER. How long was Powell in your employ?

Mr. CANTWELL. Until February, 1912.

Mr. CONERLY. After Crews & Cantwell employed me, in February, 1912, the question arose as to what they would do with A. P. Powell.

Mr. CARTER. You mean in 1912 instead of 1911; I understood you to say 1911?

Mr. CONERLY. Now, you are getting that mixed up.

Mr. CARTER. Maybe I am.

Mr. CONERLY. I want to be exact in what I have to say. Crews & Cantwell severed their connection with A. P. Powell in February, 1911. That is the fact.

Mr. CARTER. Then, how do you account for Mr. Cantwell's statement saying that Powell was in his employ until February, 1912?

Mr. CONERLY. That is what I want to come to. I was in Washington in February, 1912, as I explained awhile ago, and they employed me to take charge of the business in Mississippi. The question then arose as to what would be done with Powell. They were afraid that Powell would make trouble. I suggested to him that it would be well, perhaps, to retain him under a salary and put him under my direction, so that, perhaps, I could keep him out of trouble.

Mr. HARRISON. What do you mean by keeping him out of trouble?

Mr. CONERLY. Keeping him from making trouble.

Mr. HARRISON. What do you mean by saying "keeping him from making trouble"?

Mr. CONERLY. We were afraid at that time that Powell might do something to militate against the interests of the Mississippi Choctaws.

Mr. CARTER. What was there that he could do to militate against the Mississippi Choctaws?

Mr. CONERLY. Mr. Powell, while under the employ of William B. Matthews, or while taking contracts for William B. Matthews, charged a fee for taking those contracts—a fee of \$2.50—and Mr. Cantwell objected to anything of that kind being done by anyone under his employ. Now, it was feared that Powell would go back to

Mississippi and open an office down there, and begin taking contracts and charging those people fees for the same, and we were opposing such a proceeding. I suggested to Mr. Cantwell that if he could retain Powell at a small salary and send him down there under my charge, so that I might control him, perhaps it would be best, and he employed Powell for that purpose.

Mr. CARTER. What do you know about Powell? Is he a straight fellow or is he a crooked fellow?

Mr. CONERLY. I would not care to have any business transactions with him.

Mr. CARTER. You had the same opinion of him then that you have now?

Mr. CONERLY. I had at that time.

Mr. CARTER. And yet, having that opinion of him, you were willing to take him into this work under you so long as he was left subordinate to you?

Mr. CONERLY. The point was to keep him from doing as I said we were afraid he would do, and that is opening an office and charging a fee for contracts.

Mr. CARTER. How would that operate against you? How would that affect you? If you were taking contracts for nothing, couldn't you get as many contracts as Powell could if he was asking them for money? How could that interfere with the plans of Cantwell & Crews or yourself?

Mr. CONERLY. There was policy in that. We did not want anybody to be coming in and charging fees for taking these contracts.

Mr. CARTER. Well, you could not control everybody, and anybody who wanted to could charge fees. If Mr. Powell didn't do it somebody else might do it. There certainly must have been some other cause.

Mr. CONERLY. There was nothing that I know of.

Mr. CARTER. I can not see the force of that argument. You say the only reason you kept Powell under your subordination, attempted to keep him subordinate to you, was to try to keep him from charging fees for the contracts he might take from the Mississippi Choctaws?

Mr. CONERLY. It was to keep him from doing indiscreet things. He had done things that created feeling in Mississippi, and we wanted to avoid those kinds of troubles. Mr. Powell did not serve under me a single day, because he went back to Mississippi to straighten up some matters in Philadelphia, and he telegraphed Crews & Cantwell that the deal was off with him and that settled the question. He was not under me and did not assist me in taking a single contract in 1911, nor did anybody else. Every contract that was taken for Crews & Cantwell in 1912, up to February, 1913, and every contract taken for Thomas B. Crews was taken by myself.

Mr. CARTER. I see here an affidavit from you, taken by Special United States Indian Agent W. W. McConihe, in which this statement is made:

I met Powell about July and asked him what he was doing, and he said he was getting up claims for Mississippi Choctaws under the treaty of 1930. I understood that he had been before Congress with the claims. He said that Crews & Cantwell were getting up the claims to present to Congress, the courts, or the department. Powell said he was getting the claims for that firm. I do not know what he gets out of it. I have never heard Powell say that he was representing the Government, nor have I ever heard anyone say that they

heard or was told by Powell that he was a United States official or was representing the Government. At Bay St. Louis he was making no charges at first for his work. Powell required every applicant to show up his ancestry.

At Bay St. Louis he ran out of blanks and had some more printed, and afterwards charged them \$1.25, including notary fees.

When was that?

Mr. CONERLY. When he made those charges at Bay St. Louis?

Mr. CARTER. Yes.

Mr. CONERLY. In the latter part of 1910.

Mr. CARTER. That is, while taking contracts for Crews & Cantwell?

Mr. CONERLY. Yes, sir. His contract was severed in 1911, only a few months afterwards.

Mr. CARTER. That was while taking contracts for Crews & Cantwell. This affidavit further states:

Powell sent me to Tylertown to work there getting up claims, and I made a charge of \$2.50 for each application written up and paid him \$1 for blanks.

Mr. CONERLY. That was by Powell's direction.

Mr. CARTER. How do you reconcile your statement that you did not want these Mississippi Choctaws to be imposed upon by being charged a fee with the fact that you yourself, in collusion with Powell, had charged them fees?

Mr. CONERLY. I had no control of the matter. I could do no more than your clerk could do without your concurrence.

Mr. CARTER. You said you believed it was wrong, and that in order to prevent it you were willing to pay Powell a salary?

Mr. CONERLY. I was simply a clerk working under his orders.

Mr. CARTER. You are a lawyer, are you not?

Mr. CONERLY. I would say, Mr. Chairman, that a clerk or stenographer in the employ of any one is not responsible for the action—

Mr. CARTER (interposing). He is responsible for his own action to his own conscience.

Mr. CONERLY. He is governed by orders.

Mr. CARTER. Suppose they told you to kill a man?

Mr. CONERLY. Let me refer you to one thing, and that is, that I served in the Confederate Army as a soldier, and I learned to obey orders. If my officer gave me an order to do a thing it was my duty to perform it and to carry out that order, and as the employee of anyone in a legitimate business I would have no control.

Mr. CARTER. I want to ask you this question: Is it your notion that if the man you are working for should direct you to do a thing that you thought was unconscionable and wrong it would be your duty to do it? Is that your notion of ethics?

Mr. CONERLY. I was a stranger to these proceedings.

Mr. CARTER. I would like to have an answer to that question. I want to know what your position is. Can't we have a direct answer to that question, yes or no?

Mr. CONERLY. Ask it again, please.

Mr. CARTER. Is it your idea of ethics that if some one by whom you are employed calls upon you or directs you to do any questionable work it is your duty to do it?

Mr. CONERLY. Of course not.

Mr. CARTER. Well, that answers the question. I heard what you stated with reference to your service as a Confederate soldier. My

father was a captain in the Confederate Army, and I have a very high regard for the Confederate soldier, but it is doubtful if the ethics of army discipline, strict as they are, would require a man to do an illegal act simply because his superior officer orders him to do it.

Mr. CONERLY. Conditions were different then from what they were two years afterwards. I did not know anything about that business. I was simply employed and was directed to go to Tylertown to take contracts and to charge a fee up there. That fee of \$2.50 was fixed by Powell, and I was required to make that charge.

Mr. CARTER. At that time he was working for Crews & Cantwell?

Mr. CONERLY. No, sir.

Mr. CARTER. When was that?

Mr. CONERLY. That was at the time Powell was working for Cantwell & Crews—

Mr. CARTER (interposing). You say he was taking contracts for Cantwell & Crews?

Mr. CONERLY. That was in November, 1910. That was in November and a part of December, 1910. It was then that I was in Tylertown under Powell's direction.

Mr. CARTER. You took contracts for Cantwell & Crews, didn't you?

Mr. CONERLY. Yes, sir; in their name. I was working under Powell's direction.

Mr. CARTER. And Powell was working for Cantwell & Crews?

Mr. CONERLY. He was taking contracts for their law office up at St. Louis.

Mr. CARTER. Do you know what he was being paid?

Mr. CONERLY. No, sir; I did not know anything about his business with Crews & Cantwell.

Mr. HARRISON. Mr. Conerly, on or about the 1st of July Mr. James McLaughlin, an inspector in the Indian Office here, was sent to investigate into this matter of contracts of Crews & Cantwell, Powell, and others with these Choctaw claimants. I notice in the report that was filed about that time by Mr. McLaughlin, which report I have not read at all, a statement on page 25. Now, Mr. McLaughlin is making this statement, and he says that you stated:

Also that it was he [meaning you] who first interested Congressman Harrison, of Mississippi, in Choctaw matters and got him to introduce the bill for reopening the Choctaw rolls; that he [meaning you] had interested United States Senators Williams and Vardaman, of Mississippi, in the Choctaw claim; also Congressman Morgan, of Louisiana, in whose district many Choctaws reside.

Now, I want to ask you this: Did you make that statement to Mr. McLaughlin; and if so, on what facts did you base such a statement?

Mr. CONERLY. I met Maj. McLaughlin in the Great Southern Hotel by his request—

Mr. CARTER (interposing). Why don't you answer Mr. Harrison's question?

Mr. HARRISON. I think he will do that.

Mr. CONERLY. I remained with him about three hours, and we had a running conversation about these matters. I have no recollection whatever of making the statement as reported there. I may have stated, which was a fact, that I met Mr. Harrison on one occasion in Gulfport, in May, 1911, and incidentally inquired of Mr. Harrison

if he had seen Mr. A. P. Powell, and Mr. Harrison said, "No," and asked me what Powell wanted to see him about, and I told him that Powell remarked to me that he would like to see Mr. Harrison to see if he could not interest him in introducing the bill.

Mr. HARRISON. You do not know whether you made this statement exactly in this way?

Mr. CONERLY. No, sir; I did not make it that way. It is a misunderstanding on the part of the inspector. I might go further with that. When I came to Washington City I did express the opinion that Mr. Harrison and Mr. Wickliffe, of Louisiana, would be the logical Congressmen to take up the fight for the Mississippi Choctaws before Congress. I discussed that matter with Mr. Cantwell. I did not talk with Mr. Harrison on that question at all while I was in Washington City. I do not think I ever mentioned the question to him. It is a misunderstanding, brought about by the general running conversation between the inspector and me.

Mr. HARRISON. Did the inspector take your statement down at the time?

Mr. CONERLY. No, sir; it was a running conversation. If he took it down, I did not see him do it.

Mr. CARTER. You are interested in having the Mississippi Choctaws enrolled, are you not?

Mr. CONERLY. Yes, sir.

Mr. CARTER. You are an attorney?

Mr. CONERLY. I am not in the practice of the law, but I was an attorney by education and by profession.

Mr. CARTER. I mean that you represent the Mississippi Choctaws in some capacity.

Mr. CONERLY. Yes, sir; as an employee of Crews & Cantwell.

Mr. CARTER. You expect some remuneration for representing them, don't you?

Mr. CONERLY. I own individually a number of contracts that were transferred to me through an arrangement with Judge Crews.

Mr. CARTER. That is what I mean. You are representing them for a consideration, just as any other attorney might do?

Mr. CONERLY. Yes, sir.

Mr. CARTER. Now, do you want this committee to understand that while you were representing the Mississippi Choctaws you have had no conversation with Mr. Harrison and that you have made no attempt in any way to have bills introduced and passed seeking their enrollment?

Mr. CONERLY. That I have never had any conversation——

Mr. CARTER (interposing). That you have never had a conversation with Mr. Harrison in reference to this matter, urging the introduction or passage of a bill, and that you have not in any way tried, through Congressmen and others, to promote the interests of the Mississippi Choctaws?

Mr. CONERLY. I do not recollect ever approaching Mr. Harrison.

Mr. CARTER. Then, you have taken money from the Mississippi Choctaws, you have taken some of their money and made contracts with them to represent them and take more, and yet you have not even suggested to their Congressmen that a bill ought to be introduced or that a measure should be passed for their relief, notwithstanding the fact that you collected \$2.50 in fees for many contracts?

Mr. CONERLY. That matter was in the hands of our lawyers, and it was a matter that they had control of. I had no control of it. I have since become interested in these contracts, and I own this present year and I have received——

Mr. CARTER. What is your duty, under your contracts, to your clients?

Mr. CONERLY. I have received no compensation whatever from any Mississippi Choctaw whose contract I have taken——

Mr. CARTER (interposing). Why? You have stated here in this affidavit that you received \$2.50 from some of them.

Mr. CONERLY. Not since I have been in the employ of Crews & Cantwell. I received \$2.50 for taking contracts while a clerk of A. P. Powell.

Mr. CARTER. I do not care at what time you did it. The point I make is that you did——

Mr. CONERLY (interposing). I emphatically state that I have never received any fee from any Mississippi Choctaw or anybody else——

Mr. CARTER (interposing). But you stated in your affidavit that you charged \$2.50 for contracts.

Mr. CONERLY. As clerk for A. P. Powell.

Mr. CARTER. Well, just let me ask you this: You say you did that as a clerk for A. P. Powell—do you know of what nationality A. P. Powell is?

Mr. CONERLY. I do not know anything about his pedigree.

Mr. CARTER. A man would not have to know anything about his pedigree. He could just take a look at him and tell. He is a negro.

Mr. CONERLY. I did not know it.

Mr. CARTER. Anybody who looks at him can tell that he is a negro. Now, then, I want to ask you this: While you were a clerk of A. P. Powell and were taking \$2.50 from these Mississippi Choctaws, what was your duty?

Mr. CONERLY. It was my duty to take contracts in the name of William B. Matthews.

Mr. CARTER. What afterwards happened to those contracts taken for William B. Matthews? What became of them?

Mr. CONERLY. The contracts I wrote up in the name of Matthews were turned over to Powell.

Mr. CARTER. What eventually became of them?

Mr. CONERLY. They were turned over by Powell to Mr. Matthews.

Mr. CARTER. What did Mr. Matthews do with them?

Mr. CONERLY. He transferred those contracts to Crews & Cantwell.

Mr. CARTER. Did you have anything to do with the transfer of those contracts?

Mr. CONERLY. I assisted him in it.

Mr. CARTER. You persuaded Mr. Matthews to do it?

Mr. CONERLY. I talked to Mr. Matthews on the question and talked with Mr. Cantwell on the question, and they got up between them negotiations for the transfer of those contracts, and they were transferred by Mr. Matthews to Crews & Cantwell.

Mr. CARTER. What did you get for your services in securing the transfer of these contracts?

Mr. CONERLY. Nothing.

Mr. CARTER. You took no interest in the contracts?

Mr. CONERLY. I was assisting Mr. Cantwell in his office. I was here at his office with Mr. Cantwell, assisting him in his office and doing office work.

Mr. CARTER. You are working, then, under the employ of Cantwell & Crews?

Mr. CONERLY. Yes, sir.

Mr. CARTER. And were no longer under the employ of Powell?

Mr. CONERLY. I did not get anything for the part I took in transferring those contracts.

Mr. CARTER. Except your regular salary?

Mr. CONERLY. I did not have any regular salary.

Mr. CARTER. Didn't you get anything at all while working for Crews & Cantwell?

Mr. CONERLY. They paid my expenses, but they gave me no salary. I have not received one dollar in salary from Crews & Cantwell nor from Judge Crews since I have been engaged in this business.

Mr. CARTER. You just worked for your expenses and boarded yourself? Is that what you would have us to understand?

Mr. CONERLY. In 1912, when they employed me to take contracts for them in Mississippi, they allowed me a small amount to remain at home and to take contracts by correspondence and from those who would come to see me.

Mr. CARTER. Was not that a salary?

Mr. CONERLY. They did not allow me any travel money.

Mr. CARTER. But was not that a salary?

Mr. CONERLY. You might call it a salary.

Mr. CARTER. Then, you did receive a salary?

Mr. CONERLY. Since that time there has been no agreement about any salary.

Mr. CARTER. Since that time you have been working for your expenses?

Mr. CONERLY. I have been doing most of the work and Judge Crews has been furnishing money to pay expenses.

Mr. CARTER. Since then you have been working just for your expenses?

Mr. CONERLY. Yes, sir.

Mr. CARTER. What did you get when you worked for Powell?

Mr. CONERLY. On the \$2.50 charge Powell required \$1 for himself and he allowed me \$1.50 to pay notary fees and for my own expenses and to pay clerk hire, such as that. My services and my expenses had to come out of the \$1.50 that was charged.

Mr. CARTER. Now, Mr. Conerly, your statement to the committee is that with a slight exception you have never received any salary as compensation for your work, but that you have worked for expenses alone and that you do not expect anything, any remuneration from those contracts, except those which you have taken in your own name.

Mr. CONERLY. There is no agreement for anything.

Mr. CARTER. Do you expect to get anything out of the contracts which Cantwell & Crews have?

Mr. CONERLY. I have no right to expect anything.

Mr. CARTER. You want the committee to understand that you have simply put in your time on these matters, working to get up these

contracts and placed them in the hands of Cantwell & Crews expecting nothing on earth but your expenses to be paid?

Mr. CONERLY. I think you carry it a little too far.

Mr. CARTER. Then how are we to understand you?

Mr. CONERLY. I had other means of support besides taking the contracts and I was not dependent on them furnishing money to pay my expenses. The only salary I received was \$50 a month, which was allowed me for living.

Mr. CARTER. How long did you receive that?

Mr. CONERLY. I received \$50 a month from about February 20, 1912, up to August, 1912. There was March, April, May, June, July, and August.

Mr. CARTER. Six months; that is \$300?

Mr. CONERLY. Yes, sir.

Mr. CARTER. You say that I am carrying you too far. You went into an agreement with Mr. Cantwell and Mr. Crews and this fellow Powell by which you were to take contracts, put in your time, and work for them without any hope of any consideration or reward except \$300, and for that amount you were willing to place in their hands contracts which looked to giving them millions of dollars in fees?

Mr. CONERLY. That was not the stipulated amount. The stipulated agreement—that was a verbal agreement—between Mr. Masterson, Mr. Cantwell, and myself was that they would allow me living expenses—you might call it a salary—simply a stipend to remain at home and take contracts until we could get the bill through without furnishing me with any means whatever to pay expenses to go to see these people.

Mr. CARTER. You said “until we could get the bill through.” When the bill went through you were to get something else?

Mr. CONERLY. No, sir.

Mr. CARTER. And you never expect anything?

Mr. CONERLY. No; there is no written contract to expect anything from them. The case is in the hands of our lawyers.

Mr. CARTER. Why can you not say what you expect?

Mr. CONERLY. I do not expect anything out of these contracts except that I am a claimant myself.

Mr. CARTER. You are a claimant?

Mr. CONERLY. Yes; I am a claimant myself.

Mr. CARTER. And that is all you expect?

Mr. CONERLY. All I expect to ever realize except my own expenses, which these lawyers agreed to give me.

Mr. HURLEY. How many contracts do you hold at this time?

Mr. CONERLY. In my own name?

Mr. HURLEY. Yes, sir.

Mr. CONERLY. The only contracts that I have any claim on are contracts that were transferred by Mr. Crews to me in this way: In February, 1913, the firm of Crews & Cantwell failed to pay me any money for my services; in other words, failed to send me any money to pay my expenses. In February I took about 110 contracts in the name of Crews & Cantwell for them at my own individual expense. While I was taking contracts for Crews & Cantwell in 1912, Mr. Cantwell wrote to me and told me that I might take a number of contracts in the name of Crews & Cantwell and that I might have

the benefit of the contingent fee under those contracts as compensation in lieu of salary that had not been paid to me.

Mr. HURLEY. How many of those contracts did you take?

Mr. CONERLY. I took 110 at my own expense, I think 119 in the name of Crews & Cantwell, 50 of which I was to have the benefit of, and then there were 140 contracts taken with Senator Bond, of Mississippi.

Mr. HURLEY. What are his initials?

Mr. CONERLY. I do not remember his initials.

Mr. CARTER. Is he a United States Senator?

Mr. CONERLY. No, sir; a State senator—Senator Bond. I do not remember his initials. Mr. Bond took 140 contracts.

Now, you have 140 contracts and 119 and 110 contracts, approximately, maybe a few more or less, but that was the number. Judge Crews failed to furnish me any money to pay my expenses after January, 1914. Since that time I have taken about 600 contracts for Judge Crews and paid all the expenses myself.

Mr. HURLEY. I beg your pardon for interrupting you just now, but what I asked you was how many contracts you now hold as your own or how many are you interested in with others, just state the number?

Mr. CONERLY. I will tell you in a minute. That I have a personal interest in?

Mr. HURLEY. Yes, sir.

Mr. CONERLY. I can not give you the exact number.

Mr. HURLEY. Approximately?

Mr. CONERLY. One hundred and ten and 119—my recollection is 229 and 140, 364.

Mr. HURLEY. You have a personal interest in 364 Mississippi Choctaw contracts?

Mr. CONERLY. I own those absolutely now according to an agreement with Judge Crews.

Mr. HURLEY. You said to Mr. Carter a little while ago that you did not expect any return from the enrollment of these persons, except that which you might get from the fact that you are a claimant for citizenship?

Mr. CONERLY. That was a matter that occurred years before. This is a recent matter. At that time I had no interest.

Mr. CARTER. I asked you the question, what interest you had in the matter, and you replied that you had not any interest except the interest of your own enrollment as an Indian.

Mr. CONERLY. You did not understand me. After January, 1914, Judge Crews failed to send me any more money to pay my expenses. I had taken 110 contracts for Crews & Cantwell at my own expense, and they never paid me.

Mr. CARTER. Are those the contracts you charged \$2.50 for?

Mr. CONERLY. No, sir.

Mr. CARTER. You were taking them at your own expense without any remuneration?

Mr. CONERLY. Except as to the notary fee where they appeared before me.

Mr. CARTER. How much?

Mr. CONERLY. Fifty cents.

Mr. CARTER. How many?

Mr. CONERLY. One hundred and ten.

Mr. CARTER. You took 110 contracts for Crews & Cantwell, paid your own expense, wrote up the contracts, and delivered them to Crews & Cantwell without receiving any compensation whatever or the hope of any compensation?

Mr. CONERLY. No, sir; I did not deliver them. Just let me try to explain that.

Mr. CARTER. I am trying to get you to explain.

Mr. CONERLY. I have stated that in February, 1912, the firm of Crews & Cantwell failed to furnish me with any money to pay my expenses, and I took the contracts in their name without any compensation at all, at my expense, but I stayed at home.

Mr. CARTER. It does not matter whether you stayed at home or not. It took effort, it took paper, it took pens, it took ink, it took postage stamps for the correspondence; you could not have done the work without expense and without individual effort. Now, the thing I want to understand is this: Why is it that you are willing to devote your time, your work, your energy, and your money to procure contracts for Cantwell & Crews without any hope of recompense or reward?

Mr. CONERLY. I did not. That is not settling this point at all. I want to make a statement which is a fact and the chairman will not allow me to do it.

Mr. HURLEY. I understood you to say that in part of those contracts you had no fee except the notary fee where they appeared before you?

Mr. CONERLY. Yes, sir.

Mr. HURLEY. Is it permissible under the laws of Mississippi for a notary to take the acknowledgment on an instrument running to himself or from which he expects to derive profit?

Mr. CONERLY. They were not taken in my name. I had no interest when I took the contracts. They were transferred to me subsequently on account of a failure of Judge Crews to pay me for my services in 1914; they were transferred in consideration of that. That is a recent transaction. I had no interest in those contracts any more than you had at the time they were taken.

Mr. HURLEY. Is this Senator Bond that you speak of the same gentleman who was prosecuted in Mississippi for some alleged misconduct in regard to the records of the State senate?

Mr. CONERLY. Yes, sir; the same man.

Mr. HURLEY. Were you in the service of Crews & Cantwell in 1913?

Mr. CONERLY. Yes; up to the 1st of March, 1913.

Mr. HURLEY. Did you know of the organization of the Texas-Oklahoma Investment Co., which now holds the Crews & Cantwell contracts?

Mr. CONERLY. I knew nothing about it and heard nothing about it until I read the discussion in the House of Representatives since I have been in Washington this month. I did not know a thing about it.

Mr. HURLEY. Mr. Conerly, on the 22d day of October, 1913, I delivered an address before the Lake Mohonk Conference of Friends

of the Indian and other Dependent Peoples at Lake Mohonk, N. Y., in which I made this statement:

The great delay on the part of the United States Government in beginning the sale of the residue of the tribal estate and the distribution of the funds arising therefrom after the allotment of the Indians and after the closing of the rolls caused all the unsuccessful applicants for enrollement to believe that as long as there was a great residue of tribal property remaining there was still hope for them to secure citizenship in the tribes. These applicants employed attorneys to resubmit their claims for citizenship, and at the present time, according to the statements made by the attorneys for claimants who have appeared before the Committees on Indian Affairs of Congress, there are probably not less than 50,000 persons throughout the United States who have employed attorneys to present their claims for rights of citizenship in the Choctaw and Chickasaw Nations. The contracts which attorneys have taken from the claimants for citizenship provide that if the attorney is successful in securing enrollement for the claimant he shall receive a free ranging generally from 25 to 50 per cent of the amount the claimant would obtain by reason of citizenship.

I said further:

I am advised and believe that some of the attorneys have capitalized these citizenship contracts; that is to say, they have pledged their contracts for money with which to maintain representation before the committees of Congress to continuously urge the reopening of the rolls, the persons who furnish the money of course to share in the fees in case the claimants are successful.

Did you know that I made that address at the Lake Mohonk Conference?

Mr. CONERLY. I learned about that from an article taken from the St. Louis Globe-Democrat, which is included in the resolution which was passed by the Society of Mississippi Choctaws.

Mr. HURLEY. Where was the Society of Mississippi Choctaws assembled at that time?

Mr. CONERLY. At Gulfport.

Mr. HURLEY. Who were present at that assembly?

Mr. CONERLY. The Society of Mississippi Choctaws was organized—

Mr. HURLEY (interposing). I did not ask anything about the organization, but who was present when the resolutions to which you refer were passed?

Mr. CONERLY. The chief council of the Mississippi Choctaws presided over by Berry Wilson, the president.

Mr. HURLEY. Who was present at the council to which you refer?

Mr. CONERLY. I do not remember.

Mr. HURLEY. Who were the members of the chief council?

Mr. CONERLY. I do not remember.

Mr. HURLEY. Give us the names of some of the persons present, some of the names of the chief council of the Mississippi Choctaws.

Mr. CONERLY. Berry Wilson is the president. I can not remember those names. It is impossible for me to remember all those names.

Mr. HURLEY. You presented a resolution, which was passed, and you do not know who passed it or who was present?

Mr. CONERLY. It was passed by the chief council of the Mississippi Choctaws.

Mr. HURLEY. You do not know anybody else who was present except yourself and the president?

Mr. CONERLY. When a meeting of council is held there are more or less people there.

Mr. HURLEY. How many people were present?

Mr. CONERLY. I can not tell you; I do not know.

Mr. HURLEY. Was there anybody present except yourself and Mr. Wilson?

Mr. CONERLY. Yes, sir.

Mr. HURLEY. Who?

Mr. CONERLY. There was Benjamin Franklin Bulloch, who lives in Gulfport. Berry Wilson is the president of the chief council of the Mississippi Choctaws. We have several hundred members. I can not remember the names of those present. The meeting was called and that article published in the St. Louis Globe-Democrat was read; I read it.

Mr. CARTER. How did you come to see it? Did anybody call attention to it?

Mr. CONERLY. The article was sent to me; the clipping was sent to me, taken from the St. Louis Globe-Democrat.

Mr. CARTER. Who sent it to you?

Mr. CONERLY. Judge Crews sent it to me.

Mr. CARTER. Was there anybody at this meeting except the members of your association?

Mr. CONERLY. None that I know of.

Mr. CARTER. Is this association a secret society?

Mr. CONERLY. No, sir; it is a historical, social, and literary society. I founded it myself in 1912.

Mr. CARTER. Do you know whether there was anyone else present except the members of the society?

Mr. CONERLY. If so, I did not know it.

Mr. HURLEY. Are the proceedings of that organization conducted in English or Choctaw?

Mr. CONERLY. In English.

Mr. HURLEY. You can not state to the committee approximately how many people were present at that meeting or where the meeting was held?

Mr. CONERLY. The meeting was held—we do not have a particular place of meeting, we have been too poor to hire a place for the meeting, and we have the meetings at the residence of our secretary, Mr. Pearl Wilson.

Mr. HURLEY. Can you state approximately how many persons were present?

Mr. CONERLY. I suppose there were 12 or 15 present when the resolution was read.

Mr. HURLEY. They were claimants for citizenship as Mississippi Choctaws.

Mr. CONERLY. Yes, sir. The resolutions were inspired by that article published in the St. Louis Globe-Democrat.

Mr. HURLEY. What degree of Choctaw blood do you claim to have?

Mr. CONERLY. It is hard for me to tell that. I am the great-great-grandson of Turner Ward. His daughter was Letitia Ward, who was my great-grandmother, and my grandmother was a Choctaw woman. I learned through correspondence that has been submitted to me from the Interior Department that her mother was a Choctaw woman and her father was connected with the Choctaw Nation.

Mr. HURLEY. You do not know just what degree, if any, of Choctaw blood you have?

Mr. CONERLY. The best information I have on the subject is that my father was one-fourth, or about one-fourth, Choctaw. It is hard to tell that. It is hard to tell that because I do not know what degree of blood his mother had.

Mr. HURLEY. Did you have any intimation of the fact that you were supposed to have Indian blood before this man Powell, whose name has been before the committee this morning, suggested it to you?

Mr. CONERLY. It has been a family tradition all my life. I was born in 1841 in Marion County——

Mr. CARTER (interposing). Did you say it was a tradition?

Mr. CONERLY. It was family knowledge handed down to us, and we have a Bible record.

Mr. CARTER. Does your Bible record show that you are part Indian?

Mr. CONERLY. No, sir; there is no Bible record that shows that.

Mr. CARTER. How would your Bible record be able to connect you with the rolls?

Mr. CONERLY. My grandfather knew who he was.

Mr. CARTER. Do you say that the Bible record shows that he was an Indian?

Mr. CONERLY. No, sir; but his children said he was.

Mr. CARTER. In the Bible record?

Mr. CONERLY. No, sir; the Bible record does not show anything like that.

Mr. CARTER. What has the Bible record to do with it, then?

Mr. CONERLY. The Bible record shows descent. I want to explain to you that according to the correspondence submitted to me and that came from the Interior Department my grandmother was a Choctaw woman, the wife of Owen Conerly, who was my grandfather. I do not suppose that any man could get up and testify that he was the descendant of any particular person or race of people. No man can swear to that.

Mr. HURLEY. Is Col. Ward, who you say was an ancestor of yours, the same Col. Ward——

Mr. CONERLY (interposing). It was not "Colonel" Ward, but "Turner" Ward.

Mr. HURLEY. Referring to this meeting of the Mississippi Choctaws, where you claim to have presented this resolution, as a matter of fact that was held in a livery barn in Gulfport, Miss., was it not?

Mr. CONERLY. No, sir.

Mr. HURLEY. Did not Crews & Cantwell prepare this resolution?

Mr. CONERLY. No, sir; they knew nothing about it until after it was prepared. I am responsible for every word of it myself. It is based upon that article published in the St. Louis Globe-Democrat.

Mr. HURLEY. You used this language in the resolution, referring to that part of my address before the Lake Mohonk Conference, which I have read to-day into the record:

Resolved, by the chief council of the Society of Mississippi Choctaws, sitting in council in Gulfport, Miss., November 7, 1913, for and in behalf of the Mississippi Choctaws, that we denounce said charges as false, without foundation in fact, and an unfair means of trying to defeat the efforts of the Missis-

Mississippi Choctaws in obtaining their birthrights by legitimate procedure and legislation through the supreme authority in all matters in which the Indians are concerned.

Did you know at the time you put that in the resolution that what I said about the hypothecation and the syndication of the Mississippi Choctaw contracts was, in fact, true and was not false?

Mr. CONERLY. The resolution was based upon the article published in the St. Louis Globe-Democrat, which was incorporated with the resolution.

Mr. HURLEY. I asked you if you knew of the organization of the Texas-Oklahoma Investment Co., which held the Mississippi Choctaw contracts at that time, and that it was furnishing money to maintain a lobby to force open the rolls of the Choctaws?

Mr. CONERLY. No, sir; I did not know anything about the organization of the company at all. The only information I had in regard to that was the information that Mr. Masterson was in it, but I did not even know Mr. Masterson or——

Mr. HURLEY (interposing). You know now that what I said was true?

Mr. CONERLY. No, sir; I did not know it was true.

Mr. HURLEY. Don't you know about the Texas-Oklahoma Investment Co.?

Mr. CONERLY. Only from——

Mr. HURLEY (interposing). Do you mean to tell this committee that you do not know that the Texas-Oklahoma Investment Co., with a capital stock of \$100,000, now holds the Crews & Cantwell contracts?

Mr. CONERLY. I do say that I did not know anything about that company or the organization of that syndicate until I came to Washington and read it in that record.

Mr. HURLEY. Do you know now of the existence of that company?

Mr. CONERLY. I only know it from information of speeches in the record.

Mr. HURLEY. If the Texas-Oklahoma Investment Co. does exist and does hold these contracts and is furnishing the money to maintain this representation before Congress, is this statement of yours in this resolution true?

Mr. CONERLY. I can not answer that question, because I do not understand you.

Mr. CARTER. Let me ask you a question: Have you read these subcommittee hearings here at all? Have you read this document [indicating]? Did you read Mr. Cantwell's statement before the subcommittee?

Mr. CONERLY. Do you mean recently?

Mr. CARTER. This one here that I have handed to you?

Mr. CONERLY. Let me see it here. I have never read it in printed form.

Mr. CARTER. You said you only learned that from the record of speeches made?

Mr. CONERLY. I read some of this before it was printed in this pamphlet form.

Mr. CARTER. Then, if you have read it before it was printed, or at any other time, you do know of the existence of the Texas-Oklahoma Investment Co. from the statement of Mr. Cantwell himself and not from the speeches in the record.

Mr. CONERLY. From information derived from speeches.

Mr. CARTER. Are you trying to place responsibility for your information of the Texas-Oklahoma Investment Co. upon some Congressman's speech when you knew, or ought to have known, that that speech was based upon statements made by Mr. Cantwell himself before this committee?

Mr. CONERLY. These resolutions were based upon that publication in the St. Louis Globe-Democrat.

Mr. CARTER. I did not ask you about that. What do you know about the Texas-Oklahoma Investment Co.?

Mr. CONERLY. I do not know anything about that organization of my own knowledge.

Mr. CARTER. You say that you knew something about it from speeches published in the record, but what you really know is based upon the statement of Mr. Cantwell himself, is it not?

Mr. CONERLY. I have learned that since I came on to Washington last month.

Mr. HURLEY. I want to see if I can get this matter straightened out in the record. You do know that Mr. Cantwell admits the existence of this Texas-Oklahoma Investment Co., which now holds his contracts? You heard him admit that in the record?

Mr. CONERLY. I see that in the record. I read it in the record.

Mr. HURLEY. You know now that he admits it?

Mr. CONERLY. From that information; yes, sir.

Mr. HURLEY. Then, if you did not know it at the time you charged me with having made false statements to the conference at Lake Mohonk, N. Y., you know now that the statements you made at that time concerning my statements is untrue, do you not?

Mr. CONERLY. I have never read your speech.

Mr. HURLEY. If I did say all that you say in your resolution that I said, is not everything that you charged me with having stated in your resolution true?

Mr. CONERLY. Will the chairman permit me to read this article from the St. Louis Globe-Democrat?

Mr. HURLEY. I suggest that the entire resolution go into the record.

Mr. CARTER. Without objection, it is so ordered.

(The resolution referred to is as follows:)

RESOLUTIONS PRESENTED BY LUKE W. CONERLY AND ADOPTED BY THE CHIEF COUNCIL *Mississippi* CHOCTAWS, NOVEMBER 7, 1913.

Whereas at a convention held at Mohawk, N. Y., as related in a dispatch to the St. Louis Globe-Democrat October 23, the attorney for the Choctaw Nation, Mr. P. J. Hurley, is reported to have charged that a "plot or conspiracy" was formed and at work to "cheat and defraud the Choctaws and Chickasaws out of their lands and moneys derived from the sale of their lands," characterizing these persons as land grabbers backing legislation for said purpose, as follows, to wit:

"FRAUDS ON INDIANS TOLD AT CONCLAVE—CHOCTAW ATTORNEY EXPOSES PLOT TO CHEAT TRIBES OF MILLIONS—OPPOSES NEW ROLLS—LAND GRABBERS SAID TO BACK LEGISLATION TO PREVENT BIG DISTRIBUTION.

"MOHONK LAKE, N. Y., October 22.

"Divergent views of the capabilities of the American Indian started a debate today that in one form or another will reach Congress. It marked the opening of the annual conference of friends of the Indians and other dependent peoples.

"Some of the delegates believed that the Indian still was a child and that the Federal Government had grossly neglected him. Others, apparently a minority, declared that some of the Indian tribes should be released altogether from Government supervision, left to take the responsibility of their welfare and pay the price if they failed. There was expressed also an urgent demand for taking Indian affairs out of politics and putting them in the care of a nonpartisan commission.

"The Five so-called Civilized Tribes of Oklahoma were the Indians mainly discussed today. Daniel Kelsey, superintendent of the Union Indian agency at Muskogee, described how these Indians were defrauded of their valuable lands. He urged that physicians be stationed in the Indian settlements to check the spread of contagious diseases.

"P. J. Hurley, national attorney for the Choctaw Nation, one of the Five Tribes, denounced the land interests that were defeating the efforts to have Congress distribute \$10,000,000 belonging to the Choctaws and Chickasaws and derived from the sale of their lands. The failure to distribute these moneys, he asserted, was due to attorneys hired by persons who hoped to benefit by proving citizenship in the Choctaw and Chickasaw Nations if the Government should reopen the tribal rolls. Such citizenship was worth from \$5,000 to \$8,000, he said, and if the rolls were reopened some attorneys would make thousands of dollars because they have taken claimants' cases on contingent fees of from 25 to 50 per cent."

And whereas such charges are a thrust at the attorneys of the Mississippi Choctaws, Messrs. Thomas B. Crews and Harry J. Cantwell, of St. Louis, Mo., and the friends and supporters of the Mississippi Choctaws in the Congress of the United States, a libel upon their honor and integrity, and a slander upon the leaders of the Mississippi Choctaws, claiming their rights, in a bill before Congress, presented by the Hon. Pat. Harrison, of Mississippi, in the Sixty-second Congress, in January, 1912, and referred to the Committee on Indian Affairs, a full hearing of which was had, beginning in February, 1912, before a subcommittee of the Committee on Indian Affairs, House of Representatives of the Sixty-second Congress, composed of Mr. Russell as chairman, and Messrs. Miller and Smith; that lengthy arguments were heard before that committee; that the tribal attorneys and representatives were fully heard; that a report was made by the Interior Department to that subcommittee; that after careful deliberation during a period of nine months the report of the subcommittee was unanimously made recommending the enrollment of those who claimed and could prove their rights under the treaty of 1930; and that accompanying this bill was a lengthy statement printed by order of the Committee on Indian Affairs, made by Clarence B. Miller, of Minnesota, a member of the subcommittee, indorsing the claims of the Mississippi Choctaws and others who have been denied enrollment; that the tribal authorities, their representatives and attorneys, and friends in Congress, having twice sought by amendment to the regular Indian appropriation bill the distribution of several millions of the funds on hand, and believing the Mississippi Choctaws are entitled to their proportion of that fund, they have properly and legitimately opposed its distribution until their rights could be determined, and in making this opposition have pointed to the action of the Committee on Indian Affairs of the House, which has heretofore favorably recommended their enrollment; that the effort to secure this distribution has twice been defeated openly on the floor of the United States Senate, once in February, 1913, and again in June, 1913; that among those who opposed this distribution because of its injustice were such men as Senator Lodge, of Massachusetts; Senator McCumber, of North Dakota; Senator La Follette, of Wisconsin; Senators Williams and Vardaman, of Mississippi, and many other distinguished members of both the Senate and the House; that this bill was fairly defeated after an open discussion and vote in spite of the opposition of the tribal authorities and their high-salaried attorneys and representatives. Therefore,

Resolved, By the Chief Council of the Society of Mississippi Choctaws, sitting in council in Gulfport, Miss., November 7, 1913, for and in behalf of the Mississippi Choctaws, that we denounce said charges as false, without foundation in fact, and an unfair means of trying to defeat the efforts of the Mississippi Choctaws in obtaining their birthrights by legitimate procedure and legislation through the supreme authority in all matters in which the Indians are concerned.

Resolved, That we have never forfeited, nor ever intend to forfeit, any rights retained by the fourteenth article of the treaty of Dancing Rabbit Creek of September 27, 1830, which expressly says: "Persons who claim under this article shall not lose the privilege of a Choctaw citizen," and they do not cease to be citizens of the Choctaw Nation, entitled to the rights and privileges of all other citizens of the nation.

Resolved, That the Choctaw Nation, claiming protective authority over the Mississippi Choctaws and obtained judgment against the United States, through the Supreme Court, in the eighties for damages done the Mississippi Choctaws for a violation of the treaty of 1830, if we were children of the Choctaw Nation then we are as much so now, not only entitled to this damage money, but to an equal share in the lands and moneys of the Choctaw Nation, all of which has been denied us.

Resolved, That being deprived of our rights, under acts of Congress of 1896 creating the Dawes Commission, by unlawful and cruel procedures of a Court of Claims established by the lawyers of the Choctaw Nation in violation of all laws of equity, and acts passed by Congress and signed by the President of the United States in 1902, quieting our claims forever, denying us the right of petition and hearing or investigation, there was no other hope for relief except by the employment of eminent counsel—deprived of every vestige of rights—poor and without means we were compelled through a contingent fee contract plan to seek redress, by this means and this only.

Resolved, That the decision of the Supreme Court of the United States giving judgment against the United States for damages done the Mississippi Choctaws in depriving them of the lands promised them by virtue of the treaty, said damage money being paid to the Choctaw Nation west, and not to the Mississippi Choctaws who were entitled to it, fixed beyond a question of doubt the status of the Mississippi Choctaws as members of the nation, entitling them to the right to share equally in the distribution of the nation's property.

Resolved, That we call upon our people everywhere to stand firm in the declaration of their rights under a solemn treaty whose obligations have never been fulfilled with them. Driven from their homes to seek shelter with their helpless families in the forests, shut out from all rights, deprived of appropriations for schools and education, in humility and despair with their own mother nation against them, we come before the legislative branch of that Government for which our ancestors shed their blood, to correct the wrongs done them and us in the past; and we hurl back to its source every insinuation made against us or our lawyers and Congressmen of a plot and conspiracy to cheat and defraud the Choctaw Nation, and we extend to that supreme authority to whom we appeal, the Congress of the United States, our perfect and sincere confidence in their honesty and integrity and their unbiased sense of justice.

We emphatically and boldly denounce as false and wicked all charges by whomsoever made of a plot or conspiracy to cheat and defraud the Choctaw Nation of one foot of land or one cent of money. We ask only that which of right belongs to use as members of the family to share equally in the allotments of its wealth, wherever we may be located, by lawful means only.

We appeal to the President of the United States to give his ear to our cause in Congress, willing to rest it upon the foundation of a solemn treaty between two friendly nations; the supreme authority resting in the Congress and the judicial decree of the highest tribunal in the land.

With these declarations we submit to the judgment of civilization if such can be construed into a "plot to cheat and defraud."

Resolved, That our secretary be instructed to forward copies of these resolutions to His Excellency, the President of the United States; to the Secretary of the Interior, to the Commissioner of Indian Affairs, to the Committees on Indian Affairs of the House of Representatives and the Senate; to our State Senators, Hon. John Sharpe Williams and James K. Vardaman; to Hon. Pat. Harrison, authors of the bill (H. R. 19213) for relief of the Mississippi Choctaws, presented in the Sixty-second Congress, and others Members of Congress from Mississippi and other States, and we request newspapers friendly to our case to publish the same.

BERRY WILSON, *President*.

PEARL L. WILSON, *Secretary*.

(Mr. Hurley submitted for the record a copy of his address before the Lake Mohonk Conference, as follows:)

ADDRESS OF P. J. HURLEY, NATIONAL ATTORNEY FOR THE CHOCTAW NATION,
BEFORE THE LAKE MOHONK CONFERENCE OF FRIENDS OF THE INDIAN AND OTHER
DEPENDENT PEOPLES, MOHONK LAKE, N. Y., WEDNESDAY, OCTOBER 22, 1913.

In this discussion I shall consider only matters pertaining to the tribal estate of the Choctaw and Chickasaw Nations. I shall not attempt here to discuss any matters pertaining to the individual estates of allottees. Any reference made to matters pertaining to the individual estates of the Indians will be merely incidental to the discussion of matters pertaining to the tribal estate.

The question of the final settlement of the tribal estates of the Five Civilized Tribes is one of great importance to both the Indian citizens and the white citizens of Oklahoma.

Approximately 101,000 persons have received allotments of land as citizens of the Five Civilized Tribes and approximately one-third of this number are now restricted; that is to say, their allotments are inalienable, and these restricted Indians are under the supervision of the Department of the Interior.

The tribal estates of the Cherokee, Creek, and Seminole Nations have been almost entirely disposed of, and the final settlement of the estates of these three nations is not far distant. The same is not true of the Choctaw and Chickasaw Nations. All property belonging to these two nations is owned in common by both nations. Each citizen of the Choctaw and Chickasaw Nations has received an allotment of 320 acres of the average land and each enrolled freedman of said nation has received an allotment of 40 acres of land. After each citizen and freedman had been given an allotment there was a residue of tribal property remaining. This residue consists of what is known as the segregated coal and asphalt land, the timber reserve, and the unallotted land. The title to this property is still held by the Choctaw and Chickasaw Nations, and the property so held at the lowest estimation is valued at \$35,000,000. More than \$10,000,000 worth of the unallotted land belonging to the two tribes has been sold by the United States Government and the money received therefor is now held in trust by the Government for the Indians. A great amount of this money is deposited in banks in Oklahoma. No part of it has been distributed per capita among the Indians.

On July 1, 1902, Congress enacted a law which was known as the supplemental agreement between the Choctaw and Chickasaw Nations and the United States. This agreement was ratified by the Choctaw and Chickasaw people September 25, 1902. The agreement provided that when the rolls of citizenship had been completed and each Indian and freedman had received their allotment of land, that the residue of the tribal estate remaining should be sold and the funds arising from the sale should be distributed per capita among the Indians. There was a specific clause in this agreement providing that the segregated coal and asphalt land should be sold within two years from the date of the agreement. The United States has not complied with the terms of this agreement and has not sold the tribal estate and distributed the proceeds among the Indians as agreed. Many years have elapsed since the Indians were given their allotment and since the rolls of citizenship were completed by the Government, yet the terms of the treaty providing for the sale of the residue of the tribal estate and the distribution of the funds arising from the sale among the Indians have not been complied with by the United States Government. The Indians individually, in tribal meetings and through their tribal governments, have year after year petitioned the United States Government to comply with the terms of the agreement, but all without avail.

The unrestricted Indians in the Choctaw and Chickasaw Nations are as a class very intelligent and thrifty people and there are many in the restricted class who are competent. The Indians have been dissatisfied on account of the dilatory manner in which the Government has handled the settlement of their estate. This dissatisfaction among the Indians, caused by the delay of the United States Government in performing its obligations under the terms of the treaty, is largely the cause for the execution of the so-called "McMurray individual contracts." These contracts were executed in 1908. They are alleged to have been made with more than three-fourths of the individual Indians of the Choctaw and Chickasaw Tribes. These contracts provided,

among other things, that for services to be rendered by Mr. McMurray and his associates they were to receive 10 per cent of all the money received from the sale of the residue of tribal property. The residue of the tribal estate vested in the Nations, as stated above, is valued at the lowest estimation at \$35,000,000. For this fee Mr. McMurray and his associates were to expedite the sale of the tribal property. There were persons interested in the affairs of the Choctaw and Chickasaw Nations who believed it improper to pay Mr. McMurray or anyone else this enormous fee for doing that which the United States Government is bound by treaty obligations to do without cost to the Indians. During the present session of Congress the McMurray contracts received considerable attention and after an exhaustive hearing before the Committee on Indian Affairs of the United States Senate these contracts were surrendered by Mr. McMurray in so far as they affected the tribal property. Mr. McMurray admitted that during the five years that these contracts had been in existence he had not accomplished the results for which he had been employed. Congress then enacted a law prohibiting the making of other contracts affecting the tribal estate without the consent of the United States. The tribal property of these two tribes is now free of any lien or encumbrance of whatsoever nature by reason of the contracts executed by individuals.

The Department of the Interior has at this time authority to sell all of the unallotted land and all of the timberland and all of the surface of the segregated coal and asphalt land belonging to the tribes. The only parts of the tribal estate which the Department of the Interior is without authority to sell at this time are the deposits of the coal and asphalt. No authority has been given to sell the coal and asphalt deposits for the reason that the conservationists in Congress desire to conserve this great estate as a national resource. The United States, however, is bound with treaty obligations to sell the coal and asphalt and to divide the funds derived from the sale per capita among the Indians. We have no quarrel with those who advocate the conservation of national resources, but we contend that the United States should not practice the theory of conservation on an estate that it is bound by treaty obligations to divide among Indians. The Indians own the property and should be allowed to enjoy the benefits of ownership. If the United States desires to conserve this estate it is only fair that the estate should be purchased from the Indians by the Government.

The present administration seems to be entering upon a program looking toward the sale of all tribal property that the Department of the Interior is now authorized to sell.

The Indians desire that the entire estate be sold and the money distributed per capita among them. In other words, they desire that the Government fulfill the obligations of its treaty with them. Many of the Indians who entered into this agreement with the United States Government have passed and others are daily passing into the great beyond without ever having reaped the benefits of their agreement with the United States and without ever having enjoyed the property which is theirs by every legal and moral right. The sale of this property and the distribution of funds would be conducive to the best interest of Indians. It would give the older Indians who were parties to the treaty an opportunity to enjoy their property before their death, and it would give the industrious Indians funds with which to improve their allotments. The portion of the funds belonging to incompetent Indians could be invested for the improvement of their allotments under the direction of the Department of the Interior. The dependent and incompetent Indians would become more self-reliant after this fund had been distributed. They would understand that there would be no further per capita payment for them to look forward to and wait for. This condition would create a greater incentive among this class to support themselves from their allotments instead of waiting idly for the Government to make a payment to them. The sale of this property would be highly beneficial to the general citizenship of the State of Oklahoma as well as the Indians. The distribution of the funds among the Indians would, no doubt, put into circulation a great amount of money, but this would not be the greatest benefit that this action would be to the State of Oklahoma. It would cause a division and individual ownership of all the segregated coal and asphalt and timber lands. The selling of all this land in comparatively small tracts to individuals would cause great development. This development would enhance the value of the individual allotments of Indians. And it would be a performance, though a tardy one, by the United States Government of the treaty obliga-

tions that it has assumed. It may be argued by those who advocate the strictest protection of the individual Indian that this property should be held in trust for the use and benefit of the Indians. We do not adhere to this view of the situation. We believe that every incompetent Indian should be surrounded by such conditions that would compel him to retain and develop his allotment. Any protection which goes further than this is an injury to the individual.

In some instances the restrictions upon the alienation of all or a portion of the allotment of incompetent Indians who are in destitute circumstances or sick are removed by the Secretary of the Interior, the land sold, and proceeds derived therefrom are given to the allottee by the department in installments, the department retaining supervision over the proceeds, of course, in order to prevent improvident use thereof by the incompetent Indian.

We are inclined to the theory that the incompetent Indian should be allowed to retain his allotment; that the tribal estate should be sold; and that the portion of the funds arising from such sale belonging to this class of Indians be distributed among them under the supervision of the Department of the Interior. We are inclined to believe that this method of caring for incompetent Indians would be adopted by the Interior Department if that department had power to use tribal funds for that purpose. There is more than \$10,000,000 in cash belonging to the Choctaw and Chickasaw Indians now under the control of the United States Government for the use of the Indians. This statement of facts brings forth the question. Why is not the portion of these funds belonging to incompetent and destitute Indians used to care for them and improve their allotments instead of selling their allotments and using the funds derived from the sale? The answer is that no payment of tribal moneys can be made to the Indians without authority from Congress and Congress has not given the Department of the Interior authority to use tribal funds for this purpose. To give the reason why Congress has not authorized a distribution of tribal funds it will be necessary to consider the enrollment question.

In 1896 the United States Government took upon itself the duty of making the roll of citizenship of the Choctaw and Chickasaw Nations. It continued this work for 11 years. The rolls of citizenship of the Choctaw and Chickasaw Nations were finally closed on March 4, 1907. During this period of 11 years all persons who claimed right to citizenship in these nations were invited to make application for enrollment. Thousands of applications were made by persons residing in different parts of the United States, and especially by persons residing in Mississippi, Alabama, Louisiana, Texas, and Arkansas. All of these applications, as well as the applications made by persons residing in Indian Territory, were litigated and finally adjudicated. All this litigation entailed great expense to the tribes. In addition to the regular salary of attorneys employed in citizenship matters one fee of \$750,000 was paid to a firm of attorneys for defending the nation in these cases. After the adjudication of all claims the rolls of citizenship were finally closed, both in conformity to the treaty agreement with the Indians and by the operation of the act of Congress. The great delay on the part of the United States Government in beginning the sale of the residue of the tribal estate and the distribution of the funds arising therefrom after the allotment of the Indians and after the closing of the rolls caused all the unsuccessful applicants for enrollment to believe that as long as there was a great residue of tribal property remaining there was still hope for them to secure citizenship in the tribes. These applicants employed attorneys to resubmit their claims for citizenship and at the present time according to the statements made by the attorneys for claimants who have appeared before the Committees on Indian Affairs of Congress, there are probably not less than 50,000 persons throughout the United States who have employed attorneys to present their claims for rights of citizenship in the Choctaw and Chickasaw Nations. The contracts which attorneys have taken from the claimants for citizenship provide that if the attorney is successful in securing enrollment for the claimant he shall receive a fee ranging generally from 25 to 50 per cent of the amount the claimant would obtain by reason of citizenship. It is shown by the arguments made by attorneys that a citizenship in the Choctaw and Chickasaw Nations is considered to be worth from \$5,000 to \$8,000. It will therefore be seen that if the rolls could be reopened and any considerable number of these claimants enrolled it would mean a great amount of money in fees for those who hold contracts with the claimants. This prospect of great fees induces men who have capital to furnish their money and influence in an effort to have the rolls reopened. I am advised and believe that some of the attorneys have capitalized these citizenship con-

tracts; that is say, they have pledged their contracts for money with which to maintain representation before the committees of Congress to continuously urge the reopening of the rolls, the persons who furnish the money, of course, to share in the fees in case the claimants are successful. Those engaged in an effort to reopen the rolls appear to be well organized and provided with means to make a strong and persistent fight. Up to this time we have successfully opposed all efforts to have the rolls reopened. On the other hand, the attorneys for the claimants have successfully opposed all of our efforts to have Congress enact a law authorizing a distribution of the funds arising from the sale of the tribal estate. They contend that these funds should remain intact until the rights of the claimants can be readjudicated. Our contention is that all the applicants have had their day in court and that after 11 years of tedious and expensive litigation the question of enrollment was finally settled. To reopen the rolls would be an injustice to the enrolled citizens of the Choctaw and Chickasaw Nations. It would put the entire tribal estate in jeopardy; it would emperil the right of every Indian who has an interest in the estate and would cause the tribes to again defray the expenses of years of litigation to defend their property. In addition to all this, to again reopen the rolls would be a violation of the agreement between the Government of the United States and the Choctaw and Chickasaw Nations. The Congress of the United States can effectually eliminate the enrollment question by authorizing the Department of the Interior to sell the remainder of the tribal estate and to distribute all funds per capital among the citizens of the Choctaw and Chickasaw Nations. The Indians are entitled to this action under the terms of the treaty.

Mr. CONERLY. The resolution was based on that article at that time.

Mr. HURLEY. I have asked you if now, at the present time, you are not willing to admit that what is stated in that article is true. Is it not a fact that there is a syndicate in existence which holds these contracts and is furnishing money to force open the rolls of the Choctaw and Chickasaw Nations for the enrollment of Mississippi Choctaws? Is not that true at this time?

Mr. CONERLY. It seems to be true from that information, but it was not known to me at that time. The resolutions were not formulated upon that information at that time, but they were formulated upon the article published in the paper. That ought to be explanatory enough for you.

Mr. CARTER. I notice that this statement is embodied in your resolution:

P. J. Hurley, national attorney of the Choctaw Nation, one of the Five Tribes, denounced the land interests that were defeating the efforts to have Congress distribute \$10,000,000 belonging to the Choctaws and Chickasaws and derived from the sale of their lands. The failures to distribute these moneys, he asserted, was due to attorneys hired by persons who hoped to benefit by providing citizenship in the Choctaw and Chickasaw Nations if the Government should reopen the tribal rolls. Such citizenship was worth from \$5,000 to \$8,000, he said, and if the rolls were reopened some attorneys would make thousands of dollars because they have taken claimants' cases on contingent fees of from 25 to 50 per cent.

Mr. CONERLY. That is the Globe-Democrat article.

Mr. CARTER. Now, you deny that in this language:

And whereas such charges are a thrust at the attorneys of the Mississippi Choctaws, Messrs. Thomas B. Crews and Harry J. Cantwell, of St. Louis, Mo., and the friends and supporters of the Mississippi Choctaws in the Congress of the United States, a libel upon their honor and integrity and a slander upon the leaders of the Mississippi Choctaws claiming their rights, etc.

What I want to know is this: Do you still adhere to this statement in which you say that it was a slander and a libel, or do you say that what was stated by the attorney for the Choctaw Nation at the Lake Mohonk conference was the truth?

Mr. CONERLY. The slander referred to in this resolution was the charge made that these men were engaged in fraudulent transactions and in a conspiracy to defraud.

Mr. CARTER. Please do not get away from the subject. You set out here what your charges are directed to in this resolution.

Mr. CONERLY. That was simply copied in there to show what was said at the Lake Mohonk conference.

Mr. CARTER. That is all that was said. That is the thing you refer to.

Mr. CONERLY. I think you are mistaken.

Mr. CARTER. I can not be mistaken about that.

Mr. CONERLY. The charge objected to was that the leaders of the Mississippi Choctaws were engaged in a scheme and conspiracy to defraud—

Mr. CARTER. No, sir; that is not the charge at all. The charge you speak about here is a charge against the attorneys.

Mr. CONERLY. That is only in reference to his speech made as reported in the newspaper. The article was not incorporated as the sentiment of the Society of the Mississippi Choctaws, but for information.

Mr. CARTER. You do not seem inclined to answer the question at all. Now, in the face of the admission of the attorney himself, do you still deny that it is true?

Mr. CONERLY. That what is true?

Mr. CARTER. The thing you set out here. I read it to you, and it is as plain as it can be. The matter set out here about Mr. Hurley's address at a conference of some kind with reference to these attorneys' fees, the organization of that company, etc., for the furtherance of this enrollment matter. Now, you declare in your resolution, which you say you prepared yourself, that that statement was a slander and a libel, and the question I want you to answer is this: In the light of the statement made by Mr. Cantwell admitting what was charged, do you still say that it is a slander and libel?

Mr. CONERLY. Not that part of it.

Mr. CARTER. Why didn't you answer the question to begin with?

Mr. CONERLY. Because when the resolutions were formulated they were based on the proposition, you understand, that a charge was made by Mr. Hurley that the leaders of the Mississippi Choctaws were engaged in a scheme to defraud and in fraudulent transactions to defeat and to rob the Choctaws.

Mr. CARTER. Now, you can not go outside of the record. Here is the record that sets up what was charged. You put in here a statement of what the charges were. I have no interest in any controversy between you and Mr. Hurley or between you and anybody else, but I do want you to give the facts in the case. Now, since you admit that your statement with reference to this being a slander, libel, etc., is untrue, I want to know why you had the Mississippi Choctaws to meet and why you had any such resolutions as those passed. What was your purpose?

Mr. CONERLY. The purpose of the resolutions, as I stated a while ago, was that a charge was made, according to the information received there from that article—that a charge was made against the leaders of the Mississippi Choctaws to the effect that they were engaged in a scheme to defraud the Choctaw Nation.

Mr. CARTER. Who are the leaders of the Mississippi Choctaws?

Mr. CONERLY. The men engaged in——

Mr. CARTER (interposing). What are their names?

Mr. CONERLY. I am one of them.

Mr. CARTER. Is Mr. Cantwell or Mr. Crews one of them?

Mr. CONERLY. They are attorneys.

Mr. CARTER. Are they leaders of the Mississippi Choctaws?

Mr. CONERLY. I do not know whether they are or not.

Mr. CARTER. You are speaking of the leaders of the Mississippi Choctaws——

Mr. CONERLY (interposing). They are the leading members of the Mississippi Choctaws.

Mr. CARTER. That reference here was to Crews & Cantwell, then.

Mr. CONERLY. Not altogether, but to our society. Our society took offense at that, and the chief council took offense at that—that is, being charged with being engaged in a scheme to defraud.

Mr. CARTER. Is anything said in the statement made by the attorney about the leaders of the Mississippi Choctaws?

Mr. CONERLY. The statement is:

P. J. Hurley, national attorney for the Choctaw Nation, one of the Five tribes, denounced the land interests that were defeating the efforts to have Congress distribute \$10,000,000 belonging to the Choctaws and Chickasaws and derived from the sale of their lands. The failure to distribute these moneys, he asserted, was due to attorneys hired by persons who hoped to benefit by proving citizenship in the Choctaw and Chickasaw Nations——

Mr. CARTER (interposing). Wait a minute. Does he say anything there about the leaders of the Mississippi Choctaws?

Mr. CONERLY. The article reads:

At a convention held at Mohawk, N. Y., as related in a dispatch to the St. Louis Globe-Democrat, October 23, the attorney for the Choctaw Nation, Mr. P. J. Hurley, is reported to have charged that a "plot or conspiracy" was formed and at work to "cheat and defraud the Choctaws and Chickasaws out of their lands and moneys derived from the sale of their lands."

The resolutions were based upon that charge of conspiracy to cheat and defraud. We had no knowledge of the organization.

Mr. CARTER. Then, you were speaking without knowledge—you were talking through your hat?

Mr. CONERLY. I was speaking about the sentiment expressed in the article published in the St. Louis Globe-Democrat.

Mr. CARTER. But the things you deny in that have afterwards developed to be true, have they not?

Mr. CONERLY. As to the organization of that company; yes, sir.

Mr. HURLEY. Was the name of the Mississippi Choctaws, or the names of the persons whom you named here, or the name of any other person named in that resolution mentioned in the article that you read? You say it was an assault on certain persons.

Mr. CONERLY. No, sir; no names were mentioned.

Mr. HURLEY. Now, then——

Mr. CONERLY (interposing). We regarded it as a sweeping remark and as a reflection upon our society.

Mr. HURLEY. You did not investigate it, but you were willing to call me a falsifier without knowing whether your statements were true, if in so doing you could advance your cause? Was that the position you took?

MR. CONERLY. No, sir. "Distance lends enchantment to the view," and we were not so well informed of things then. So far as anything personal was intended, there is a misunderstanding about that.

MR. HURLEY. I do not consider it impersonal.

MR. CONERLY. If you had known me, as, perhaps, you know me now, and as I have learned to know you more since I have been in Washington City, it is probable that those things would not have occurred.

MR. CARTER. Do you mean by that that it was a deliberate attempt to discredit some one? Is that what you mean? Do you mean that you would not have tried to discredit him if you had been better acquainted?

MR. CONERLY. No, sir; I mean that expressions are apt to be made at times from wrong information.

MR. CARTER. You say that you sat down and drew a long set of resolutions, and you must have deliberated before you drew those resolutions. You must have carefully considered them. You certainly would not want to say that you presented resolutions to a meeting of that character without having considered them carefully and deliberately. Now, you admit that what you stated in these resolutions was not true. Do you still want the record to show that you have done that, and that no one else assisted in the writing of these resolutions, that no one else knew anything about them, and that you got no information from anyone else except what was stated in the St. Louis Globe-Democrat article?

MR. CONERLY. Mr. Chairman, general reputation has much to do with these things. General reputation or information of general reputation has much to do with these things. We knew that every effort was being made by the attorneys for the Choctaws west to defeat the Mississippi Choctaws' case, and we are very sensitive on those points. Besides, these things coming out in a newspaper in that manner made us take it for granted that Mr. Hurley had personal feeling in the matter, and that he was disposed to charge us with being engaged in a fraudulent transaction.

MR. CARTER. But he does not say anything about you.

MR. CONERLY. Now, when there comes a charge of a scheme to defraud—

MR. CARTER (interposing). As a matter of fact, it was not your pride as a leader of the Mississippi Choctaws that was pricked, but it was your pride as an attorney in getting up these contracts that was pricked—is not that true?

MR. CONERLY. I do not understand you.

MR. CARTER. Is it not a fact that it was not your pride as a Mississippi Choctaw leader that was hurt, but that you felt that your connection with the work of getting up these contracts was assailed—is not that true? Let us be perfectly frank about it.

MR. CONERLY. Yes, sir; I felt that I was assailed.

MR. CARTER. You did not feel that you were assailed because you were a Mississippi Choctaw, but that you were assailed because you had been connected with these contracts?

MR. CONERLY. No, sir; my name was not mentioned. No one's name was mentioned, but I felt I was assailed.

MR. CARTER. How much money have you drawn all told in connection with this matter?

Mr. CONERLY. I can not tell you that exactly.

Mr. CARTER. Can you approximate it?

Mr. CONERLY. I can approximate about how much money I have received by way of expenses. I do not know how much I have received in the way of notary's fees. All of that depends upon the contracts themselves. The contracts show where they appeared before me. During February, March, April, May, June, July, and August, or seven months, I received \$350. Now, I was entitled to \$50 for five months more of that year.

Mr. CARTER. Did you get it?

Mr. CONERLY. No, sir.

Mr. CARTER. I want to know what you got.

Mr. CONERLY. That money was expended in printing and——

Mr. CARTER (interposing). I do not care anything about printing expenses. I want to know what you received.

Mr. CONERLY (continuing). And in organizing the Mississippi Choctaws. There were \$350 altogether that I got. Then Judge Crews sent me about—I do not think he sent me over four or five hundred dollars.

Mr. CARTER. Are you positive that he did not send you over that amount?

Mr. CONERLY. I have not my check book with me. If I had my check book with me I could give it exactly; but I think I received in all about \$500 for him—that is my recollection—to pay expenses. That would be approximately about \$850. That is for two years, and that was money sent me to pay my expenses.

Mr. CARTER. That is all you received?

Mr. CONERLY. Yes, sir.

Mr. CARTER. How much was paid out for this organization and for the printing you were talking about?

Mr. CONERLY. About \$250. They paid that out themselves. They paid for it, but it came out of my wages. That would be about \$1,100. I never got that \$250. That went on our payment for printing the constitution, etc.

Mr. CARTER. That was for the organization of the Society of the Mississippi Choctaws?

Mr. CONERLY. Yes, sir.

Mr. CARTER. So this organization of the Mississippi Choctaws was effected by moneys furnished you by Cantwell & Crews?

Mr. CONERLY. They did not pay it. It was money due me. It was my money.

Mr. CARTER. I understand that it was money paid you by Cantwell & Crews?

Mr. CONERLY. Yes, sir.

Mr. CARTER. How much did this man Powell get?

Mr. CONERLY. Powell is in no way connected with the Mississippi Choctaw Society.

Mr. CARTER. Is he a Mississippi Choctaw?

Mr. CONERLY. He claims to be. I do not know what he is.

Mr. CARTER. Now, then, here are \$1,100. Did you never get any money for coming to Washington? Did you get your expenses paid?

Mr. CONERLY. Yes, sir.

Mr. CARTER. How much did that amount to?

Mr. CONERLY. Powell paid my expenses to Washington and my expenses home.

Mr. CARTER. How much did you get for that?

Mr. CONERLY. I did not get anything except my expenses.

Mr. CARTER. How much was it?

Mr. CONERLY. I do not know what the expenses amounted to. I think the Pullman carfare from Gulfport here is \$35, and it is \$35 going back.

Mr. CARTER. That is \$70.

Mr. CONERLY. Here and return.

Mr. CARTER. How many trips have you made here?

Mr. CONERLY. I think this was the third trip.

Mr. CARTER. Who is paying your expenses now?

Mr. CONERLY. Mr. Cantwell is paying them now. Mr. Masterson is to pay my expenses to Washington about the last of August.

Mr. CARTER. I do not understand that.

Mr. CONERLY. Mr. Masterson sent me a check to pay my expenses to Washington the latter part of August.

Mr. CARTER. This last August?

Mr. CONERLY. This is August. It was July. I got here the latter part of June and was here the Fourth of July.

Mr. CARTER. Who is Mr. Masterson.

Mr. CONERLY. Harris Masterson is a lawyer, living at Houston, Tex.

Mr. CARTER. What connection has he with this matter?

Mr. CONERLY. He is said to have an interest in this business.

Mr. CARTER. How does he get an interest?

Mr. CONERLY. I do not know.

Mr. CARTER. Don't you know that Mr. Masterson was an organizer of the Texas-Oklahoma Investment Co.?

Mr. CONERLY. I find that from the record.

Mr. CARTER. Do you want the committee to understand, and do you want it to appear in this record, that you claim that you know absolutely nothing about the organization of the Texas-Oklahoma Investment Co., while an officer of that company is paying your expenses to Washington City?

Mr. CONERLY. I did not know it at that time. I have learned that those facts existed since I have been here in Washington City.

Mr. CARTER. How did you know that Mr. Masterson would pay your expenses?

Mr. CONERLY. My understanding was that Mr. Masterson was in some way connected with Crews & Cantwell. I did not know anything about the organization of the syndicate.

Mr. CARTER. But you knew that these contracts were being financed?

Mr. CONERLY. They had to be financed by somebody.

Mr. CARTER. Did you know that at the time you prepared these resolutions for the Mississippi Choctaw Society?

Mr. CONERLY. Did I know that the organization existed?

Mr. CARTER. Did you know that the Mississippi Choctaw proposition was being financed?

Mr. CONERLY. Yes, sir.

Mr. CARTER. Why did you put this statement in here, that the charges made by this attorney were false?

Mr. CONERLY. I did not know who was financing it.

Mr. CARTER. You knew it was financed, but you did not know who was financing it?

Mr. CONERLY. I got my money from Crews & Cantwell.

Mr. CARTER. You just said that you got it from Masterson?

Mr. CONERLY. That was for July.

Mr. CARTER. You have received altogether \$1,360, \$850 of which was salary and expenses, according to your statement, \$250 for the organization of the Mississippi Choctaw Society, and \$210 expenses coming to Washington, that is railroad fare—I do not know who paid your expenses when here. All of this money was paid to you by Powell, Crews & Cantwell, and Mr. Masterson, who was one of the officials of the Texas-Oklahoma Co., and all of them belonged to the Texas-Oklahoma Co., and you now tell us that you never knew about the existence of the company?

Mr. CONERLY. I understood Mr. Masterson to be a partner of Crews & Cantwell. I did not know anything about the organization of the syndicate at that time. I have learned since I have been here that the organization existed.

Mr. CARTER. And you, one of the men connected with the matter, have not been kept fully informed of its machinations?

Mr. CONERLY. I was only an employee.

Mr. CARTER. Then you want the committee to understand that the machinations of this Texas-Oklahoma Co. have been kept so secret that you, one of the members interested in the matter, were not fully informed as to how it was being financed and did not know anything about it until it was brought out by the McLaughlin report?

Mr. CONERLY. I was an employee, a hired agent to do this work. I did not figure in those matters that did not concern me. That is the plain fact. I was an employee; I was hired, and my mind has been on the business.

Mr. CARTER. You were interested, you were getting a salary, you owned some of the contracts, and with all of that the manipulators of this proposition did not keep you informed as to how the money would be procured to finance the proposition and you did not even know of the organization of the Texas-Oklahoma Co. to finance it. In fact you are unable to say whether your pay and expenses were from legitimate sources or not? So far as your knowledge goes the money you accepted may have come from the Red Cross Society, Sunday-school contributions, train-robbery swag, or political slush-fund?

Mr. CONERLY. I do not see any use to reiterate my reply a dozen times when I say to you positively that I knew nothing about the organization of the syndicate until I came to Washington this July. I was employed by Crews & Cantwell to write up these claims, and my mind was on the business and not on the financial affairs of the concern. I had nothing to do with the financial affairs.

Mr. CARTER. But at the same time you accepted salary and expenses from Mr. Masterson, Mr. Cantwell, and Mr. Powell?

Mr. CONERLY. As an employee, an agent; that is all.

Mr. CARTER. Let me ask you something about these contracts. There has been some dispute as to how many there are, and I just want to know.

Mr. CONERLY. You can not arrive at the accurate number, you can only approximate it.

Mr. CARTER. Why can not you arrive at the accurate number?

Mr. CONERLY. Because you can not remember them; I can not remember them.

Mr. CARTER. Are not the contracts in existence?

Mr. CONERLY. Yes, sir; they are packed in boxes.

Mr. CARTER. Why can not they be produced?

Mr. CONERLY. I can produce them here to-morrow,

Mr. CARTER. I would like to have all of them laid on this table.

Mr. CONERLY. I can bring you a couple of hundred.

Mr. CARTER. Can not you produce all of them?

Mr. CONERLY. No, sir.

Mr. CARTER. All of your contracts?

Mr. CONERLY. No, sir; they are in the hands of Judge Crews at St. Louis, Mo.

Mr. CARTER. Those contracts are in the hands of Judge Crews, and you say you know nothing of the financing of the Texas-Oklahoma Co.?

Mr. CONERLY. Those contracts are in the hands of Judge Crews with the understanding that he is to present them in my behalf.

Mr. CARTER. Have they been financed?

Mr. CONERLY. Financed through Judge Crews.

Mr. CARTER. With the Texas-Oklahoma Co.?

Mr. CONERLY. No. That is an individual matter. These contracts were put in the hands of Judge Crews to present in my behalf, and if they go through then I am to receive a contingent fee.

Mr. CARTER. What do you mean by "financed"; did Judge Crews furnish the money?

Mr. CONERLY. Judge Crews furnished me with money to pay my expenses.

Mr. CARTER. And he holds the contracts?

Mr. CONERLY. No, sir; only as an attorney. I delivered them into his keeping to represent me in case the contracts should ever be presented to the Interior Department.

Mr. CARTER. To represent your clients before the Interior Department?

Mr. CONERLY. In other words, he is to take my place in presenting those contracts; just like this, I put a note in your hands, and you go before the court and collect it.

Mr. CARTER. And get a part of the money?

Mr. CONERLY. And get a fee, of course.

Mr. CARTER. Can you give us definite information as to how many contracts Cantwell & Crews have and how many they have hypothecated with the Texas-Oklahoma Co.?

Mr. CONERLY. No, sir. I can approximate it, but I can not give you the exact number. I would not undertake to do that without the index.

Mr. BALLINGER. Are not several thousands of the contracts taken by Crews & Cantwell right in Washington to-day?

Mr. CONERLY. That I took for Crews & Cantwell?

Mr. BALLINGER. That Crews & Cantwell hold and you have an interest in?

Mr. CONERLY. I have no interest in the contracts held by Crews & Cantwell. They have, as I told you, 3,800 contracts in their office here, boxed up in a fireproof safe, but I have no personal interest in them. I had nothing to do with those contracts.

Mr. BALLINGER. They have 3,800 contracts in the Munsey Building in Washington?

Mr. CONERLY. Yes, sir.

Mr. CARTER. As a matter of fact, are not those contracts in the hands of the Texas-Oklahoma Co.?

Mr. CONERLY. I do not know. Mr. Cantwell has control of them.

Mr. CARTER. But you know about 2,258 contracts taken by somebody else for Mr. William B. Matthews; is that the right number?

Mr. CONERLY. No, sir.

Mr. CARTER. How many?

Mr. CONERLY. I can only give you my recollection.

Mr. CARTER. How many do you recall?

Mr. CONERLY. If you will give me a chance I will tell you. My recollection is that the original index of those cases taken from Mr. Matthews's office and transferred, most of them were taken over there by myself, that the index shows 2,558 cases.

Mr. CARTER. Two thousand five hundred and fifty-eight cases?

Mr. CONERLY. Yes, sir. Let me explain a little further.

Mr. CARTER. That is 300 more than stated here.

Mr. CONERLY. Now, wait. After I went back to Mississippi I wrote to the stenographer to send me a copy of the index, and the copy of the index sent to me shows some 2,200 cases. There is a discrepancy between the number shown by the original index and that sent me by the stenographer.

Mr. CARTER. Either 2,258 or 2,558?

Mr. CONERLY. Yes, sir; I am strongly of the impression that there were 2,558 cases.

Mr. CARTER. Do you know anything about 1,300 contracts turned in to Crews & Cantwell during 1912 and the early part of 1913?

Mr. CONERLY. Yes, sir; I know all about them.

Mr. CARTER. Were they turned over?

Mr. CONERLY. No, not all of them to Crews & Cantwell; 1,000 were turned over to Cantwell and I brought them to Washington City myself.

Mr. CARTER. What became of the other 300?

Mr. CONERLY. The other 300 Judge Crews and I arranged to transfer to me individually.

Mr. CARTER. Do you know anything about 1,800 contracts which you wrote some time last month and turned over to Crews & Cantwell?

Mr. CONERLY. They were not taken in the name of Crews & Cantwell; they were taken in the name of Judge Crews. The number is correct.

Mr. CARTER. Are you still engaged in taking contracts?

Mr. CONERLY. I was up to the time I left home.

Mr. CARTER. How many Mississippi Choctaws are there?

Mr. CONERLY. I do not know.

Mr. CARTER. How many would you judge?

Mr. CONERLY. I have no idea. There are a lot of people down there who have never put in their names who are seeking to do so now, and there is a large number in Mr. Morgan's district in Louisiana.

Mr. CARTER. How many do you think there are?

Mr. CONERLY. No man has any idea.

Mr. CARTER. How many do you think there are that you have not contracts with now?

Mr. CONERLY. It would be impossible for me to say.

Mr. CARTER. A good many?

Mr. CONERLY. I have not taken all the contracts. Powell has been down there taking contracts.

Mr. CARTER. Outside of your contracts?

Mr. CONERLY. Yes, sir.

Mr. CARTER. You do not know how many he has taken?

Mr. CONERLY. No, sir; I have not seen Powell in 30 months.

Mr. CARTER. Can you tell us approximately how many there are who have not been contracted with at all?

Mr. CONERLY. No, sir. I do not know how many Powell has taken or who he has taken them for.

Mr. CARTER. According to your statement there are 9,458 Mississippi Cheetaws with whom you know contracts have been written?

Mr. CONERLY. That is all I know anything about.

Mr. CARTER. In addition to those, you would say that Powell has taken how many?

Mr. CONERLY. I have not any idea.

Mr. CARTER. He is a pretty active man?

Mr. CONERLY. I have not seen Powell since February, 1912.

Mr. CARTER. Powell is a pretty active fellow in taking contracts?

Mr. CONERLY. He has been; yes, sir.

Mr. CARTER. How long has he been taking contracts since you split with him?

Mr. CONERLY. My knowledge about it is from hearsay, Mr. Carter. I do not know anything about Powell's work.

Mr. CARTER. When was it you quit working with him?

Mr. CONERLY. In December, 1911. That was when I came to Washington.

Mr. CARTER. About three years ago?

Mr. CONERLY. That was when I quit working with him.

Mr. CARTER. It would be reasonable to suppose that Powell had taken four or five thousand?

Mr. CONERLY. It has not been three years.

Mr. CARTER. It will be three years in December.

Mr. CONERLY. Next December. It was in 1911 when I quit working with him. I have not seen him since February, 1912.

Mr. CARTER. That was the last you knew of any contracts he was taking. That will be three years in December?

Mr. CONERLY. The coming December; yes, sir.

Mr. CARTER. This is August, not very far from December.

Mr. CONERLY. Two and one-half years.

Mr. CARTER. More than two and one-half years. September, October, November, and December—four months until December. Would it be reasonable to suppose that Powell had gotten three or four thousand contracts in that time?

Mr. CONERLY. I do not think so.

Mr. CARTER. A thousand?

Mr. CONERLY. I do not think so.

Mr. CARTER. Five hundred?

Mr. CONERLY. I do not think so.

Mr. CARTER. One hundred?

Mr. CONERLY. In 1910, when Powell opened his offices in Bay St. Louis and Biloxi, there was a rush on him from all parts of the State of Mississippi and other States. I think that with the 3,800 contracts that he took at that time and the 2,500 that he took for William B. Matthews, and then deducting from that the number I have taken for Crews & Cantwell, the number would not run up to 1,000 that he could have taken since that time.

Mr. CARTER. Five hundred?

Mr. CONERLY. I have taken altogether about 3,000 cases since 1912. I do not think with the circulars sent out by Crews & Cantwell and with the knowledge that the people derived from them and other things that Powell could have taken more than 1,000 cases in that time.

Mr. CARTER. The circulars you sent out were to prevent Powell from taking contracts after he had refused to take them further for Crews & Cantwell?

Mr. CONERLY. Those circulars were sent out to notify the people of the condition and also of the connection of Mr. Powell.

Mr. CARTER. And they had that effect?

Mr. CONERLY. The circular was intended to have that effect—to keep people from employing a man who was charging them a fee.

Mr. CARTER. We will say that Powell had taken 1,000 cases. That is 10,458. I understand that other attorneys have contracts with almost as many people as Cantwell & Crews and Powell, so that in all that would make at least twenty to thirty thousand Mississippi Choctaws who are off of the rolls?

Mr. CONERLY. I do not know anything about that.

Mr. CARTER. Do you think all the fellows you took contracts from were entitled to receive benefits as Mississippi Choctaws?

Mr. CONERLY. I have been very cautious in getting information from them. I have gone to many of them and learned from their own lips who they descended from. I know of a good many grandchildren who knew their grandparents living in Louisiana and Mississippi. I have been very particular to be satisfied that those people would be able to trace their ancestry back to 1830.

Mr. CARTER. You think all of the people you have taken contracts with are bona fide Choctaw citizens?

Mr. CONERLY. Those I have taken individually, I think so.

Mr. CARTER. How many have you taken individually?

Mr. CONERLY. Three thousand eight hundred; you must cut that; you must cut also the 2,500 that were taken by Powell for Matthews, which I am not responsible for.

Mr. CARTER. Did Powell write up his contracts first or after you wrote yours?

Mr. CONERLY. The 3,800 were taken in 1910 by Powell for Crews & Cantwell, and the 2,500 were taken for William B. Matthews by Powell.

Mr. CARTER. Were the 3,800 taken before you began to take contracts for Crews & Cantwell?

Mr. CONERLY. Yes, sir.

Mr. CARTER. Were the 2,500?

Mr. CONERLY. Yes, sir.

Mr. CARTER. It is reasonable to suppose that this man Powell, having knowledge of all the matters, would have first gone to the bona fide Indians and secured their contracts before he went to others. Would not that be the natural assumption?

Mr. CONERLY. He would, possibly.

Mr. CARTER. Would he not first go to the people that he thought were entitled to be put on the rolls?

Mr. CONERLY. Of course.

Mr. CARTER. I have been trying to get you gentlemen to bring those contracts here and lay them on the table.

Mr. CONERLY. I brought them here yesterday. I will bring them here again.

Mr. CARTER. I want to know why they are kept hidden?

Mr. CONERLY. They are not hidden; they are simply put away to keep them from being destroyed.

Mr. CARTER. They will not be destroyed while with this committee.

Mr. CONERLY. I know that. They might be burned if not put in a safe place. They have to be put in a fireproof vault.

Mr. CARTER. You say that you are a Mississippi Choctaw?

Mr. CONERLY. I am a descendent on one side.

Mr. CARTER. Being a Mississippi Choctaw, you ought to have information about your own people, and yet you are utterly unable to tell me whether there are 5,000 or 10,000 Mississippi Choctaws off of the roll?

Mr. CONERLY. Let me tell you what my information is.

Mr. CARTER. That is what I am trying to get at.

Mr. CONERLY. After the treaty of 1880 and after certain things had occurred, the Mississippi Choctaws scattered. They are grouped in various States. There are more of the Mississippi Choctaws in Mr. Harrison's district, I think, than in any other district that I know of, but they range over Mr. Harrison's district, Mr. Witherspoon's district, and Mr. Sisson's district, a few in Mr. Quinn's district, not many, and in Mr. Morgan's district in Louisiana, in New Orleans, and adjoining parishes.

Mr. CARTER. You are getting away from the question. I want to know if you have any figures as to how many Mississippi Choctaws there are. You say you have been working on this matter, that you have taken contracts, you live in Mississippi where most of them are, and you say that you have taken contracts in 15 States?

Mr. CONERLY. They are scattered, and being scattered, you can not approximate the number in the aggregate; it is impossible.

Mr. CARTER. Do you think there are 10,000?

Mr. CONERLY. Yes, sir.

Mr. CARTER. Twenty thousand?

Mr. CONERLY. I do not know about that. There might be 10,000 descendants who would be able to prove that they were descendants of ancestors of 1830. There might be 10,000 who would be able to get on the roll. I do not know. That would depend upon the evidence that they would be able to make.

Mr. CARTER. What proof would they have to make?

Mr. CONERLY. They would have to show that they were descendants from ancestors of 1830.

Mr. CARTER. Do you think that there are 10,000 people living to-day who could show that they were descendants of people who drew land or who were entitled to benefits under the treaty of 1830?

Mr. CONERLY. My information is that 4,000 Mississippi Choctaws remained in Mississippi in 1830. How many would accumulate from that time?

Mr. CARTER. I am not talking of how many there might be, but the number that can establish their right to go upon the rolls as descendants of those people.

Mr. CONERLY. There is not a man in the United States who can approximate the number without taking a census.

Mr. CARTER. Your statement, as I understood it, was that there are 10,000 Mississippi Choctaws who could prove that they were descendants?

Mr. CONERLY. I say that there might be. You must allow me to qualify.

Mr. CARTER. That is another matter.

Mr. CONERLY. I make no positive statement, because I know that is impossible.

Mr. CARTER. You do not think the people you represent, unless they can establish that ancestry, should be placed on the rolls?

Mr. CONERLY. Of course not.

Mr. CARTER. You do not think that unless they can establish their relationship to some man who had a right to draw land in Mississippi as a Choctaw or Chickasaw that they should be placed on the roll?

Mr. CONERLY. I do not think they should. Now, I want to qualify that. You may call it a qualification or whatever you please. I have been applied to by people to try and get in their names, and I have positively refused to take them. I have refused to take people from Louisiana who claimed they were full-blood Indians, because they could not show me that they were in any way connected with the Mississippi Choctaws.

Mr. CARTER. I notice in this report that there are some people called "Red Bones." Did you ever hear of them?

Mr. CONERLY. Yes, sir.

Mr. CARTER. Are they Choctaws?

Mr. CONERLY. They are said to be. They are in western Louisiana. That is something that has come to light since. Powell was over there last year. That investigation came out up there. I have not been over in that country at all, taking contracts. These people denominated "Red Bones" in that country, I understand, were originally descendants of the Choctaws. They look almost like full bloods, if not full bloods. I was over in that section of the country in 1866 and 1867 and saw many of those people. They are no doubt Indians. They claim to be Choctaws. That is all I know.

Mr. CARTER. What makes you say they are Indians?

Mr. CONERLY. They claimed to be Indians at that time, and they have the appearance of Indians.

Mr. CARTER. What is that appearance?

Mr. CONERLY. The color and the hair.

Mr. CARTER. The hair is perfectly straight?

Mr. CONERLY. Yes, sir; and black, like all Indians that I have ever seen.

Mr. CARTER. Are the eyes black?

Mr. CONERLY. I would call the "Red Bones" Indians.

Mr. CARTER. The eyes and hair are black?

Mr. CONERLY. I can not say all of them. I saw them in 1867 and 1868.

Mr. CARTER. Is it your contention that all Indians have black hair and eyes?

Mr. CONERLY. I have never seen what was termed a full-blooded Indian but what had black hair. There are many descendants of the Choctaws who have light hair and black eyes. Some have gray eyes. That is a characteristic among descendants of the Mississippi Choctaws. I believe that those people who are denominated "Red Bones" are Indians.

There is another statement which I wish to make. I have been applied to several times by people to get in their names and refused to take them, and have explained to them that under no circumstances would I take a contract from anyone and fasten upon the Choctaw Nation the payment of an unjust claim that I knew of. I would not instill in the minds of anyone the hope of receiving anything when I knew they could not get it. I would not put anybody on the roll who could not prove that he was a legitimate descendant of an ancestor of 1830 under the Dancing Rabbit Creek treaty.

Mr. HURLEY. Do you mean if he could not prove that he was the descendant of one who had rights under the fourteenth article?

Mr. CONERLY. Yes, sir; that is what I mean. I would not take a contract from anybody unless he was able to prove to my satisfaction that he comes under the fourteenth article of the treaty.

Mr. BALLINGER. You are a lawyer, are you not?

Mr. CONERLY. I am a lawyer by profession.

Mr. BALLINGER. Could you in your own case prove that the ancestors through whom you claim were entitled to benefits under the fourteenth article—that is, could you submit such proof as would be accepted by the courts?

Mr. CONERLY. I think so. That would be a question to be determined by the Interior Department upon examination of the proof that I would offer.

Mr. CARTER. Let me read you something. Here is what Inspector McLaughlin said about "Red Bones." He does not quite agree with you as to their general appearance—straight hair, etc. He says this:

Mr. C. R. Cline, an attorney of Lake Charles, La., and Hon. Isaac C. Boyd, of Leesville, La., also an attorney, a member of the present Louisiana Assembly, and who claims to possess Choctaw Indian blood, both informed me that there are about 300 persons living in the neighborhood of Kinder, Allen Parish, La., who are of mixed descent, being of French, Spanish, Portugese, and negro blood, with a very few of them possibly possessing some Indian blood, and the name "Red Bone" was given those of them who were supposed to have any Indian blood; that prior to Powell's visit to Kinder soliciting contracts with Indians it was regarded a great insult to be called a "Red Bone," thus classing them as of Indian blood, but a number of them were advised by Powell that they were of Choctaw descent, as shown by a book which he possessed and by which he traced their ancestry, as eligible to enrollment, and it is alleged that he thus obtained contracts from all of them, and since Powell thus recognized those people, the name "Red Bone" is no longer objectionable, but, on the contrary, all are desirous of being thus classed, and to be now called a "Red

Bone" is exceedingly pleasing to each and all of them, as they believe that the cognomen fixes their status as of Indian blood, and entitles them to share in the property of the Choctaw Nation of Oklahoma.

Mr. CONERLY. I do not know anything about that, Mr. Carter. I will say this to you, that the result of my investigations in taking proof, in Louisiana and Mississippi is that there has been an admixture of French, Spanish, English, Dutch, and Americans with the Choctaws of Mississippi. It is a fact and a historical fact that the Choctaws assimilated with the white people as far back as 1699 at the time of the establishment of Biloxi, Miss. The histories that I have read and the information that I have derived from long years of study—

Mr. CARTER (interposing). Let me ask you if those Indians are mixed with negroes any?

Mr. CONERLY. Yes, sir.

Mr. CARTER. The Choctaws have mixed with negroes?

Mr. CONERLY. I do not know that they were Choctaws.

Mr. CARTER. I am talking about the Choctaws. Have they mixed with negroes?

Mr. CONERLY. I can give you instances that I know of.

Mr. CARTER. How are the Indians treated in Mississippi? Are the full bloods treated as white people or negroes?

Mr. CONERLY. I do not know how the full bloods are treated. There are no full bloods near where I live. In Jackson County there is what you might term a tribe of people, or descendants of Mississippi Choctaws, that have been denied the use of the public schools on account of their Indian blood.

Mr. CARTER. Well, are they permitted to ride in the same cars with white people? You have a Jim Crow law there, have you not?

Mr. CONERLY. Yes, sir.

Mr. CARTER. Do they ride with the white people or with the negroes?

Mr. CONERLY. With white people, the Indians do.

Mr. CARTER. Those people you were just speaking of?

Mr. CONERLY. I have seen them do it.

Mr. CARTER. I am referring to those particular Indians who are excluded from the white schools—are they permitted to ride in the same cars with white people?

Mr. CONERLY. Those educated in the white schools are mixed with the Caucasian race.

Mr. CARTER. You spoke about a certain class of descendants of Choctaw Indians who are excluded from the white schools—

Mr. CONERLY. Yes, sir.

Mr. CARTER. Are they permitted to ride in the coaches with white people, or do they ride with the colored people?

Mr. CONERLY. I think they are permitted to ride with white people.

Mr. RICHARDSON. Did you ever see one of them on a train?

Mr. CONERLY. No, sir; I never saw one on a train. I have seen some Indian girls in Harrison County on a train who were said to be full-blood Indians, and they were with white ladies.

Mr. CARTER. They went as servants.

Mr. CONERLY. No, sir; they were raised in the family as their children and were educated.

Mr. CARTER. What facilities for education are afforded the full-blood Choctaws in Mississippi?

Mr. CONERLY. I do not think there are any facilities at all in Mississippi for the full bloods.

Mr. CARTER. You provide schools for the white people there, do you not?

Mr. CONERLY. We provide schools for the white people.

Mr. CARTER. And for the negroes?

Mr. CONERLY. For the two classes, white and colored.

Mr. CARTER. You provide schools there for the white people and the negroes?

Mr. CONERLY. Yes, sir.

Mr. CARTER. But you make no provision whatever for full-blood Choctaws there?

Mr. CONERLY. No, sir. What education they get they get through their ministers, and probably from negro schools where they would go into them. I called on a minister in Jackson County once. He is a white man, but his wife is an Indian woman. He stated there had been no schools for 40 years except what they had for themselves; that they were not allowed to go into the public schools of Mississippi, except in the negro schools, and some of the Indian young men told me that they would not do it. I have been trying or making an effort to get the Mississippi Legislature, or I hope to do it, to establish schools for their special benefit.

Mr. CARTER. So the State of Mississippi provides schools for negroes and for white people, but they make no provision whatever for the full-blood Indians?

Mr. CONERLY. None that I know of, except for the descendants of those married with whites.

Mr. CARTER. Do they permit them to attend the white schools?

Mr. CONERLY. Their descendants do.

Mr. CARTER. But do any of the full bloods in Mississippi?

Mr. CONERLY. I do not think they do.

Mr. CARTER. Do you know whether they do or not?

Mr. CONERLY. I do not know.

Mr. CARTER. You say that you are a one-fourth Choctaw?

Mr. CONERLY. I do not think so. I think probably I am about one-sixth.

Mr. CARTER. Have the Indians in Mississippi any racial pride as they have in other States? Do they have any pride in being Indians?

Mr. CONERLY. I have never heard any of them express themselves any other way.

Mr. CARTER. Do they deny the fact that they are Indians?

Mr. CONERLY. I never heard of any of them denying it.

Mr. CARTER. How long have you known that no provision was made at all for the education of full-blood Mississippi Choctaws? How long has that been going on?

Mr. CONERLY. Well, I have known that we had only two classes in Mississippi under our segregation laws, and that was white and colored.

Mr. CARTER. How long have you known that the Indians had no educational facilities at all in Mississippi—that is the full bloods?

Mr. CONERLY. I have learned that in the last two years; this is, that they had no school facilities. In Jackson County I talked with a member of the school board on that question, and I asked him why they did not provide schools for the Indians in his county, and he told me that there were only two classes; that they could go into the colored schools, but that they refused to do it. They offered to give them a school, or to establish a school for them, provided they would accept it as a colored school, but they would not do it.

Mr. CARTER. How long ago was that?

Mr. CONERLY. I saw a good many of those people—

Mr. CARTER (interposing). How long ago was this, when you were talking with this man?

Mr. CONERLY. I think that was last year some time.

Mr. CARTER. Have you made any effort at all to try to get educational facilities for the full-blood Indians that you say are your own flesh and blood?

Mr. CONERLY. No, sir; I have never made any effort in that way myself, because I have never been in politics.

Mr. CARTER. It is not a question of politics.

Mr. CONERLY. I have been so situated in life, in my lifetime, that I could not take any active part in those things.

Mr. CARTER. I want to tell you that I am Indian, and if any attempt was made in Oklahoma or any other State that I was connected with to try to exclude Indian people from the white man's schools and to put them in negro schools there would be a riot, and it would not be any two or three years starting either. But the people of Oklahoma freely accept all character of Indians on an absolute equality without evasion or subterfuge.

Mr. CONERLY. I think the Misissippi Indian has been wrongly treated in that respect.

Mr. CARTER. But knowing that, you have done nothing to remedy that condition.

Mr. CONERLY. I have taken no active part in important public matters because of conditions in my life that I could not overcome. I have taken more interest in the matter in the last few years since I have learned more about it. I have been a common farmer all my life more than anything else—

Mr. CARTER. Since engaging in this work of securing contracts you have been a farmer?

Mr. CONERLY. No, sir; I have not. I was a farmer up to about 1902, I believe.

Mr. CARTER. This is Maj. McLaughlin—you know him, I believe?

Mr. CONERLY. Yes, sir.

Mr. CARTER. I would like for Mr. Harrison to be here now. Maj. McLaughlin, this paragraph from your report on page 25 was read to Mr. Conerly:

The said Luke W. Conerly is 73 years of age and a lawyer by profession, but has not practiced in the courts for several years past. He is quite intelligent, bears a good name in the community, and is well spoken of by those who know him. He claims to be a lineal descendant of one of the leading Choctaw families who participated in the Dancing Rabbit Creek treaty of 1830, and stated that he is now regarded by all the Choctaws living outside of Oklahoma as their captain and recognized leader; also that it was he who first interested Congressman Harrison, of Mississippi, in Choctaw matters and got him to introduce the bill for reopening the Choctaw rolls; that he had interested United

States Senators Williams and Vardaman, of Mississippi, in the Choctaw claim; also Congressman Morgan, of Louisiana, in whose district many Choctaws reside.

Now, Mr. Conerly denies having made that statement.

Mr. CONERLY. No, sir; not exactly. That statement was explained by saying that there was a running conversation between Mr. McLaughlin and myself which extended over a period of perhaps three hours.

Mr. CARTER. Then you do not deny it?

Mr. CONERLY. That I got Mr. Harrison——

Mr. CARTER (interposing). You do not deny that you made that statement?

Mr. CONERLY. My statement was given there. It was explained.

Mr. CARTER. Then you come before this committee of your own volition, and we did not summon you. You asked permission to come before the committee, and now I ask you whether the statement quoted above, from the McLaughlin report, is or is not correct?

Mr. CONERLY. I think there is a misunderstanding with Maj. McLaughlin with regard to my meaning at that time. I expressed, or said, that I saw or met Mr. Harrison on one occasion and talked to him about Powell wanting to see Mr. Harrison in regard——

Mr. CARTER (interposing). Did you or did you not make that statement to Maj. McLaughlin?

Mr. CONERLY. That I got Mr. Harrison to do it?

Mr. CARTER. Yes, sir.

Mr. CONERLY. I have no recollection of having made that statement.

Mr. CARTER. Do you know that you did not make that statement?

Mr. CONERLY. We had a conversation in regard to it——

Mr. CARTER. You did have a conversation with Mr. Harrison with regard to introducing the bill?

Mr. CONERLY. The matter was brought up, but I do not remember the exact conversation.

Mr. CARTER. Your memory is not sufficiently refreshed at this time for you to deny that you did make it?

Mr. CONERLY. I do not remember making any such statement. I may have stated that I was instrumental in doing it in that one way, or that I was indirectly instrumental. It is a fact that I may have been instrumental. I had spoken to Mr. Harrison with reference to the Mississippi Choctaws and with regard to Powell's wish to see him, and when I came to Washington I expressed the opinion that Mr. Harrison was the logical man to introduce the bill, supported by Mr. Wickliffe, of Louisiana. It was my desire that Mr. Harrison do so, but I never talked with Mr. Harrison outside of Gulfport. I never spoke to him on the question in Washington. It is a misunderstanding. I look upon Maj. McLaughlin as a nice gentleman and a truthful man, and a man who tries to do his duty up to the handle, as you might term it, and I do not think that Maj. McLaughlin——

Mr. CARTER (interposing). It does not make any difference what you think of Maj. McLaughlin. That has nothing to do with this case. What I want to know is this: Do you desire to withdraw the statement that you made before Maj. McLaughlin came in, or do you want it to stand?

Mr. CONERLY. I want to withdraw that part of it that would state that I got Mr. Harrison to introduce the bill, because I did not get him to do it.

Mr. CARTER. I did not ask you about withdrawing the statement you made to Maj. McLaughlin, I asked you if you wanted the statement that you put in the record saying, in effect, that you did not make this statement to Maj. McLaughlin, to stand or be withdrawn?

Mr. CONERLY. Let it stand in the record as I stated it at first.

Mr. CARTER. Then you declare the fact to be that you did not make this statement to Maj. McLaughlin?

Mr. CONERLY. I have no recollection of making it.

Mr. CARTER. Can you state positively that you did not make it?

Mr. CONERLY. I can not think that I made the statement at all in that way.

Mr. CARTER. Can you say positively that you did not make it?

Mr. CONERLY. It is possible that Maj. McLaughlin misunderstood me in that running conversation.

Mr. CARTER. Here is an employee or representative of the Interior Department who comes down here and presents what ought to be an unbiased report to Congress. If he presents a biased report and has misstated the facts, he has not performed his duty, and all the compliments that you can pay him before this committee or at any other place would not remove that stigma from him. If he has reported something in here that you did not say, he should not have done it, and if he has reported what you did say, you should not only not deny it, but you should, as a good citizen, refrain from trying to discredit it.

Mr. CONERLY. I did not do that at all.

Mr. CARTER. You do not want to discredit what he said here at all?

Mr. CONERLY. No, sir; of course not.

Mr. CARTER. I think that is about all I want to ask you.

Mr. BALLINGER. If you did make that representation as reported here it was not correct, was it?

Mr. CONERLY. I have just stated that I did not get Mr. Harrison to introduce the bill, but I may have been instrumental in it in an indirect way.

Mr. CARTER. What do you mean by saying you may have been instrumental in it in an indirect way?

Mr. CONERLY. I expressed the desire or the opinion to our attorney that he was the logical man to introduce the bill.

Mr. CARTER. What effect did that have on Mr. Harrison?

Mr. CONERLY. I do not know.

Mr. CARTER. You told the attorney that you thought Mr. Harrison was the logical man?

Mr. CONERLY. Yes, sir; I told Mr. Cantwell that.

Mr. CARTER. You do not know what Mr. Cantwell did?

Mr. CONERLY. I do not know anything about Mr. Cantwell's talk with Mr. Harrison.

Mr. CARTER. Do you know who drew that bill?

Mr. CONERLY. No, sir; I do not know who drew the bill.

Mr. CARTER. Did you ever see it before it was introduced?

Mr. CONERLY. I do not think I did; not before it was printed.

Mr. CARTER. Who showed it to you when you did see it?

Mr. CONERLY. I think it was sent to me at Gulfport. I do not know who sent it to me. It may have been sent by Mr. Harrison, but I have no recollection of having seen that bill before it was sent to me at Gulfport.

Mr. CARTER. As I understand it, your statement is this: You do not dispute what Maj. McLaughlin has said and you do not attempt to discredit him?

Mr. CONERLY. I would not discredit him under any circumstances.

Mr. CARTER. And you say if you did say that to Maj. McLaughlin it was a mistake?

Mr. CONERLY. Yes, sir; it was a mistake if I said that, but I qualified that conversation, you understand. A man pursuing a multiplicity of objects like this is liable to make an error.

Mr. BALLINGER. Mr. Chairman, there has gone into the record an address or a part of an address delivered by Mr. Hurley before the conference at Lake Mohonk, N. Y., and in that address was a statement to this effect, that he was informed that there were 40,000 or 50,000 claimants to Choctaw or Chickasaw citizenship who had employed attorneys upon large contingent fees, and I think something ought to go into the record showing upon what information that statement was made.

Mr. CARTER. Let me ask you a question, Mr. Ballinger. How many Indian enrollment contracts have you?

Mr. BALLINGER. At the present time I represent, including Mississippi Choctaws and resident Choctaws, probably 5,000 claimants.

Mr. CARTER. I think I remember quite distinctly that one of the first things I ever heard before a committee when I came to Congress was your statement that you represented some 40,000 people.

Mr. BALLINGER. No, sir.

Mr. CARTER. You made that statement before the House Committee on Indian Affairs—when we were considering the Removal of Restrictions bill, and you stated that if they would only put that thing off 12 months you would be here with court judgments putting them on the roll.

Mr. BALLINGER. I am certain you are mistaken. My statement at that time was that we had applications that had been submitted to us for investigation representing approximately 13,000. Those were cases in which there had been applications sent to us and statements of the cases. In 1910 we went to the Dawes Commission, and on the records of the Government we discarded approximately all but 3,000 of those cases, discovering that there was not sufficient merit in them to justify their prosecution. Since that time I have made no effort at all in behalf of any of those people whose cases we discarded, and I have so stated before committees of Congress. If you will secure the statement I submitted to the committee in 1910 you will find that it stated that we represented approximately 13,000 claimants. I think that record is here in the office.

Mr. CARTER. How many cases do you represent now?

Mr. BALLINGER. There are less than 3,000 resident Choctaws. Most of those cases have been briefed and are submitted in Senate Document No. 1139, Sixty-second Congress, third session.

Mr. CARTER. Let us see about that. Mr. Lee, as I understand, is your partner, and I have here what he says about it. Let us see how near—

Mr. BALLINGER (interposing). He is not my partner.

Mr. CARTER. I have not been able to get any definite information from anybody about whom they represent. They dispute what associates say about what they represent, and when you come down to the point, even the partners do not seem to agree. Here is what Albert J. Lee stated:

Mr. Webster Ballinger and I represent some 13,000 persons who claim a right in the tribal property of the Choctaw and Chickasaw Indians in Oklahoma. Of the above number of persons represented by us, there are 3,738 who are conclusively, as shown by the Government records, entitled to share in the distribution of the tribal property.

He then says that in addition to the above cases you and he represent 10,000 claimants whose records do not conclusively show that they are entitled to share in the distribution of the property, "but," he says, "if Congress permits proof to be made in these cases, I estimate that at least 3,000 of them will be good. Our fee in these cases is 40 per cent, and in the event of success in the 3,000 cases indicated, my individual fee would approximate \$2,065,911. My proposed assignment includes all of these cases." According to this statement there are 14,938 claimants that your partner says you and he represent.

Mr. BALLINGER. You are submitting the statement made by Albert J. Lee that was furnished to certain parties in Texas, the object of which was to sell an interest in his contingent fees. I had no part whatever in that transaction and I never knew that such a statement had been prepared. When the matter came to my knowledge, I denounced it, both in letters to him and to the parties to whom he made the assignment. It never came to my knowledge until six or eight months or longer after the transaction had been consummated. I never participated in it, directly or indirectly, nor had I any knowledge of it.

Mr. CARTER. I am not saying that you did. That is not the question I am asking you about. Whenever I try to get you gentlemen down to the facts on this matter, one of you says one thing and another something else. I am trying to get definite information as to whom you represent. You say that you represent about 5,000 claimants, and your partner says that you represent 14,938.

Mr. BALLINGER. I ought not to be bound by the statement made by Albert J. Lee, who is not my partner.

Mr. CARTER. He was your partner when this statement was made.

Mr. BALLINGER. It was made by a man who was formerly my partner.

Mr. CARTER. He was your partner when the statement was made.

Mr. BALLINGER. He was not my partner when that statement was made.

Mr. CARTER. He was not your partner on October 17, 1912?

Mr. BALLINGER. I think not.

Mr. CARTER. I think you will find that he was, but don't you know?

Mr. BALLINGER. I think not. I think at that time our partnership had been dissolved, and while he still had an interest in these cases—

Mr. CARTER (interposing). Here is what he says:

Mr. Webster Ballinger and I represent some 13,000 persons who claim a right in the tribal property of the Choctaw and Chickasaw Indians in Oklahoma.

Mr. BALLINGER. How many did you say?

Mr. CARTER. Thirteen thousand.

Mr. BALLINGER. It is true that we originally did have contracts with approximately 13,000 persons.

Mr. CARTER. Then, according to the enumeration he gives, you represent 14,938.

Mr. BALLINGER. In 1910, we investigated the records and discarded 10,000 of them, and Mr. Lee knew it when he signed that statement.

Mr. CARTER. If you gentlemen do not want your motives impunged, and if you do not want these statements made loosely, as you say Mr. Lee made them, without authority, then you ought to get rid of your partners and testify definitely yourselves.

Mr. BALLINGER. I have.

Mr. CARTER. And you ought to repudiate them. You ought not only to get rid of them but you should repudiate their statements.

Mr. BALLINGER. Mr. Carter, I want this to be plain: Taking the estimated maximum amount of contracts that have ever been made, according to the most extreme representations that have ever been made, you can not find to exceed 25,000, and yet here is a statement which says that 50,000—

Mr. CARTER (interposing). Seventeen thousand Choctaws.

Mr. BALLINGER. More than that.

Mr. CARTER. Nineteen thousand enrolled Choctaws and about 6,000 Chickasaws. That is 25,000.

Mr. BALLINGER. And 15,000 freedmen.

Mr. CARTER. When you speak about 25,000 as enrolled I can understand very easily that that might be confused with a larger number.

Mr. BALLINGER. I merely wanted the record to appear clear.

Mr. CARTER. You have no right to put in the record only 25,000, because nobody knows. I have tried to find out. Perhaps you can tell how many you and your partner have. Mr. Conerly says one thing. Mr. Canwell says another thing, and perhaps Mr. Crews would say another thing. When a definite statement can not be procured I do not see how you can find fault with a man who uses the largest number to fit his side of the case.

Mr. HURLEY. I stated at the last Mohonk conference that from the statements made by attorneys representing claimants before the different committees of Congress, that I judged that not less than 50,000 contracts had been made with attorneys by persons who were urging their claims for enrollment. That statement is based more on Mr. Ballinger's own figures than those of any other one man. Mr. Ballinger has represented that himself and his partner represent many different classes of claimants for citizenship, and of all the other attorneys who claim to represent thousands of applicants, I think it was his exorbitant figures more than any one man's, that led me to make that statement. His own claims were the foundation of the statement.

Mr. BALLINGER. Put in the record any statement I have previously made to committees of Congress.

Mr. HURLEY. The one Mr. Carter refers to.

Mr. BALLINGER. That is not fair. Mr. Hurley's statement is based upon representations made by me. The chairman has referred to a statement made by Mr. Lee.

Mr. CARTER. I will put that in the record. I will ask Mr. Richardson how many contracts he has.

Mr. RICHARDSON. We represent between 1,000 and 1,200 Indians. They are all full-bloods. We do not represent any mixed bloods.

Mr. CARTER. You represent the McKennon roll, the identified?

Mr. RICHARDSON. Yes, sir.

Mr. CARTER. Mr. Arnold, how many Indians do you represent?

Mr. ARNOLD. I am associated with Mr. Richardson.

Mr. SULLIVAN. We all represent from 1,000 to 1,200.

Mr. BALLINGER. There is an absolute duplication of clients. I was about to make that statement.

Mr. HURLEY. You say 25,000 applicants have made contracts and there is an absolute duplication—25,000 and 25,000 make 50,000.

Mr. CARTER. We find, according to the statement, 27,996.

Mr. BALLINGER. You find representation here with reference to these Mississippi Choctaws of Crews & Cantwell aggregating 10,000 or 11,000; a representation here by Mr. Richardson, Mr. Arnold, and others of 1,000 to 1,200, that are on the McKennon roll—just about 1,100; and I represent, and those connected with me, approximately between 5,000 and 6,000.

Mr. CARTER. Are those Mississippi Choctaws?

Mr. BALLINGER. There are about 3,000 who are Mississippi Choctaws. There is an absolute duplication.

Mr. CARTER. Crews & Cantwell seem to represent 9,558.

Mr. BALLINGER. I spoke of them. The total numbers of all the contracts, including the duplications, do not exceed 15,000.

Mr. CARTER. There appears to be some 28,000 enumerated right before me. As I just explained, your partner says that you and he together represent 14,938; Crews & Cantwell represent, including Mississippi Choctaws and all others, 11,858; and Mr. Richardson, Mr. Arnold, and Mr. Sullivan represent 1,200. That is 27,996.

Mr. SULLIVAN. One thousand two hundred in all.

Mr. BALLINGER. As I have tried to make plain, my former partner, Albert J. Lee, has made a statement that we had contracts with some 14,000 or more persons.

Mr. CARTER. Fourteen thousand nine hundred and thirty-eight.

Mr. BALLINGER. I stated to you that in 1910 we investigated those cases and discarded all of those cases but about 3,000.

Mr. CARTER. This letter of his was written in 1912, and how do you reconcile any such statements?

Mr. BALLINGER. I say that Lee's whole statement is an absolute misrepresentation of the facts.

Mr. CARTER. How much money did he get?

Mr. BALLINGER. I can not speak authoritatively, because I had no connection, directly or indirectly, with the transaction.

Mr. CARTER. Did he furnish you with any money?

Mr. BALLINGER. Absolutely not a dollar. I never knew of the transaction until six or eight months after it occurred, when I denounced it in letters to both Albert J. Lee and the parties from whom he obtained the funds.

Mr. CARTER. Put those letters in the record.

Mr. BALLINGER. I shall do so when the time comes. I know nothing about those cases. That statement is an absolute misrepresentation of the facts.

MR. CARTER. I do not object to attorneys. People have to have attorneys: they must have attorneys to present claims of any kind. I do not, however, agree with some gentlemen that it is ethical for the attorneys to hire agents to go out and solicit contracts. You know, Mr. Ballinger, as well as I know, that the statement of your partner was made at the time he was a partner of yours?

MR. BALLINGER. No, sir.

MR. CARTER. Then, you ought to do one of two things. You ought to either not expect the committee to take your statement over his and discredit his statement completely, unless you can show the committee by records that you have dissolved with him and that you repudiated him at the time.

MR. BALLINGER. There is no act of mine that is not subject to investigation. Every contract taken of which I have any knowledge is in my office. Every letter ever written with my knowledge is in my office. My records are subject to investigation by any member of this committee or any person designated by this committee now or at any future time.

MR. CARTER. Bring them up here and put them on the table.

MR. BALLINGER. It would make quite a large bundle of documents.

MR. RICHARDSON. Mr. Conerly, do you speak the Choctaw language?

MR. CONERLY. No, sir.

MR. RICHARDSON. In soliciting contracts, were your contracts principally secured by letters written through the mails or by personal interviews with the claimants?

MR. CONERLY. Both. Some called on me and I took their contracts personally. I had correspondence with a great many. A good deal of the work was done by correspondence. They wrote me for that purpose and gave me their records.

MR. RICHARDSON. Did you go to them or did they come to you?

MR. CONERLY. I never traveled about the State, only when I was notified that there would be a group of people to see me, and that I could probably take 25 or 30 at a time.

MR. RICHARDSON. In what part of the State do you live?

MR. CONERLY. Gulfport, Harrison County, on the Mississippi Sound. I travel very little.

MR. RICHARDSON. Did you ever go into Newton County?

MR. CONERLY. No, sir.

MR. RICHARDSON. Did you ever go into Neshoba County?

MR. CONERLY. No, sir.

MR. RICHARDSON. Did you ever go into Leake County?

MR. CONERLY. No, sir.

MR. RICHARDSON. Did you ever go into Scott County?

MR. CONERLY. No, sir.

MR. RICHARDSON. Did you ever go into Kemper County?

MR. CONERLY. No, sir. I made one trip to Jasper County for a few days, and I wrote up a man named Murphy and his wife, who claimed to be full bloods. I forget his given name. He told me that his father and mother had been put on the rolls in Oklahoma, and that his wife's father and mother had been put on the rolls, and that they had died there, and that he had a suit pending to recover the property.

Mr. RICHARDSON. Did you write up a contract with him as a Mississippi Choctaw?

Mr. CONERLY. Yes, sir. I think I could find that contract. I think it is among the papers that I brought up.

Mr. RICHARDSON. In what business was he engaged?

Mr. CONERLY. I think he was a farmer.

Mr. RICHARDSON. Did he speak English?

Mr. CONERLY. Yes, sir.

Mr. RICHARDSON. Do you know where he attended school?

Mr. CONERLY. No, sir; I did not make any inquiries?

Mr. RICHARDSON. Did he have a family?

Mr. CONERLY. He had a wife. I did not see any children. He came to see me where I was. He told me those things. He gave me the name of his father. He said that his father and mother both died in Oklahoma, and also the mother and father of his wife; that they had been taken over there by the Dawes Commission and put on the roll and given their allotments.

Mr. RICHARDSON. Did he tell you that his father's name was Murphy?

Mr. CONERLY. Yes, sir.

Mr. RICHARDSON. He was carried over by the Dawes Commission?

Mr. CONERLY. That is my opinion; yes, sir. There were a lot of Mississippi Indians taken over there about that time, taken over from Meridian in 1901.

Mr. RICHARDSON. How many contracts did you take for full-blooded Mississippi Choctaws, if any?

Mr. CONERLY. I do not remember. I think very few full bloods. I might mention a woman, a Mrs. Andre, of Mobile County, Ala. I took her contract. She claimed that she had made application through the Dawes Commission and that she was rejected. Mrs. Andre is of record in the Interior Department. Whether she is a full blood or not I can not say. She looks like it. I do not believe there are any full-blooded Choctaws anywhere.

Mr. RICHARDSON. Did you ever see any of the Choctaws who could not speak English?

Mr. CONERLY. No, sir. I have never seen one yet but who could speak English.

Mr. RICHARDSON. The chairman of the committee in his question asked you whether, in your judgment, it was not probable that Mr. Powell first went to the persons whom he thought had the best claims, and you said you thought that was so. I would like to ask you whether or not, from your knowledge of Mr. Powell and his action in this matter, it is not more probable that he first went to the persons who would give him the \$2.50 per head?

Mr. CONERLY. How is that question?

Mr. RICHARDSON. Which class of people was Powell the most solicitous of obtaining contracts from?

Mr. CONERLY. I do not think Mr. Powell made any distinction about that—about any class of people.

Mr. RICHARDSON. So long as they paid \$2.50?

Mr. CONERLY. You do not understand me. So long as they could prove their right. I was very careful about that.

Mr. RICHARDSON. Are any full bloods members of this Society of Mississippi Choctaws which you say are organized in Gulfport?

Mr. CONERLY. Our constitution provides that only persons of Indian and Caucasian blood can be members of the society. Only one tainted with negro blood is excluded from the society by the constitution.

Mr. RICHARDSON. I asked you whether you had any members who were full bloods?

Mr. CONERLY. We have a woman who was on our executive committee who lives in New Orleans and who claims that she is seven-eighths Indian. She is Mrs. Elizabeth Norwood and a member of the executive committee. She claims that one of her grandmothers was a Jewess.

Mr. CARTER. How much Indian?

Mr. CONERLY. She claims seven-eighths. In other words, she claims that she is one-eighth Jewish blood.

Mr. RICHARDSON. Her grandmother was a Jewess?

Mr. CONERLY. One of her grand ancestors. I do not remember which one. I have Mrs. Norwood's contract. No, I have not: Judge Crews has that in St. Louis. She is a member of our society and she is a member of the executive committee. She lives in New Orleans. She is a very fine woman.

Mr. RICHARDSON. Her mother or father was a full-blooded Choctaw?

Mr. CONERLY. She claims to be a descendant of an Indian woman named Nancy, who, from the information I could get, was formerly the wife of a man named Lawrence. One of the Lawrences, I think, made application under the Dawes Commission, and Nancy, according to my information, married a man named Williamson.

Mr. RICHARDSON. Was he a full blood?

Mr. CONERLY. I think so; yes, sir. Either one of her ancestors was a Jewess. I do not remember which ancestor it was. I think one of her grandmothers.

Mr. RICHARDSON. What is her personal appearance?

Mr. CONERLY. Mrs. Norwood's?

Mr. RICHARDSON. Yes, sir.

Mr. CONERLY. My opinion is that if Mrs. Norwood is not an Indian there are no Indians.

Mr. RICHARDSON. Is this woman the only one you know of in your society who is a full blood or claims to be a full blood?

Mr. CONERLY. Mrs. Norwood claims to be a full blood. Most of our society members are descendants of white blood, but they range down to quarters. We have plenty that are quarter. When you come to the degree of blood, it is very difficult. We have a lot of people in our society who, there is no question, have Indian blood, but the degree of blood is hard to determine on account of the assimilation, marriage, and intermarriage and crossing back again. I hold that there is no rule by which you can determine a full-blooded Choctaw. I can not determine it by any ethnological study I have undertaken and from the simple fact that the Choctaws have assimilated with the white people so long a time. History shows that there are a number of white men who have Indian families and white women who have Indian husbands.

Mr. RICHARDSON. When you visited Jasper County, did you ascertain the information that there were settlements of full bloods back in the country?

Mr. CONERLY. I stayed in Jasper County about two or three days. I learned that there were many more there, but they did not come to see me and I did not hunt them up. I understood that Powell had been through there. I supposed they had put in their contracts with Powell. This man Murphy and his wife are the only people I remember. There were some negro Indians there, but I never filed their contracts.

Mr. RICHARDSON. Did any full bloods ever visit the session of this council which was held at Gulfport?

Mr. CONERLY. Yes, sir. We have a man down there—I do not know whether he is a member of the society or not—he was from Alabama originally, his name is Gordia. He claims to be a full blood.

Mr. RICHARDSON. Is he educated or uneducated?

Mr. CONERLY. He has an ordinary education. He told me that he was from Alabama. I took a number of contracts from Mobile County.

Mr. RICHARDSON. You were present at the conclusion of the hearing yesterday when I asked Mr. Cantwell if he would file with this committee a list of the names of any persons with whom he had contracts who were full-blooded Indians?

Mr. CONERLY. Yes, sir.

Mr. RICHARDSON. Mr. Cantwell, as I understand, has returned to St. Louis or Pittsburgh, and you are here at his request? Did he authorize you to file the list of full bloods with whom he might have contracts or give you any instructions with regard to that?

Mr. CONERLY. No, sir. He only requested me to come before the committee to make a certain statement. I had no idea that I would be drawn into questions as I have been.

Mr. CARTER. What statement was that?

Mr. CONERLY. In reference to the 4,200. I explained that there were actually 3,800 contracts instead of 4,200, 400 being rejected, it seems, by the Court of Claims and thrown out that were inadvertently connected or added with the 3,800. That is the correction.

Mr. RICHARDSON. Has this Mrs. Andre, the person with whom you are acquainted, a contract with Crews?

Mr. CONERLY. Yes, sir. I think I took her contract for Cantwell & Crews or Thomas B. Crews, I do not know which.

Mr. RICHARDSON. Recently?

Mr. CONERLY. Last year, I think. Either last year or probably the early part of 1912; I can not say exactly. Of course, I have her record at home.

Mr. RICHARDSON. As I understand you, you can recall three persons who claim to be full bloods, the lady who lives in New Orleans, the man named Murphy, and the man named Gordia, who have contracts with Crews & Cantwell, and whose contracts might possibly be assigned to this Texas-Oklahoma Investment Co., of Houston. Those are the only three persons you recall?

Mr. CONERLY. I can not tell you. I do not know what will be done. I have turned them over to my lawyer.

Mr. CARTER. Have you only taken contracts from three full bloods?

Mr. CONERLY. I can not say. I took a few out in Mobile County, but, as I tell you, it is impossible to determine what a full blood is.

They claim to be full bloods and look like them. If you look into the records at the department you will find Mrs. Andre. She received a notice that her claim had been rejected. Mrs. Andre's children are now quarter, because Mrs. Andre married a Frenchman. Her husband was a white man.

Mr. RICHARDSON. She is not a full blood?

Mr. CONERLY. Seven-eighths.

Mr. RICHARDSON. Mrs. Andre?

Mr. CONERLY. Yes, sir. I do not know whether she is a full blood or not.

Mr. RICHARDSON. How would her children be quarter if she was a full blood?

Mr. CONERLY. Mrs. Andre was the daughter of a Frenchman and her mother was a full blood.

Mr. RICHARDSON. She was not entitled to be enrolled by the Dawes Commission because she was a mixed blood, unless she proved her descent?

Mr. CONERLY. That may be; I do not know what the ruling of the commission was on the question of blood.

Mr. RICHARDSON. That leaves two persons whom you recall who claim to be full bloods whom you have taken contracts with?

Mr. CONERLY. There is another one by the name of Laurendine, who is a cousin of Mrs. Andre. He looks like a full-blood Indian, but he is not.

Mr. CARTER. Did you know whether either of these people you took contracts with were full bloods?

Mr. CONERLY. No, sir. I do not know a full blood when I see him, and I do not think anybody can determine that question.

Mr. CARTER. Do you know whether they were really Choctaw Indians or not?

Mr. CONERLY. I got that information from them.

Mr. CARTER. They claimed to be?

Mr. CONERLY. Yes, sir; and from the best information I have been able to get, they are.

Mr. RICHARDSON. You did not take a single contract from a person who spoke Choctaw and could not speak English?

Mr. CONERLY. No, sir; not that I know of. I think there are very few persons that might be considered full bloods. I took probably 100 people in the colony in Jackson County, Miss., with descendants claiming to show their descent on down from ancestors of 1830. I will make this remark about that: Many of them were the direct descendants of Capt. James King, who was a son of Mushulatubbee, the chief who presided over that district at the time of 1830. There are a number of great-grandchildren of John King, a son of his named Hiram, and a daughter named Rebecca, and some children from a son of this same chief in Arkansas. Those Indians in Jackson County, they are mixed bloods, some quarters; whether they are full bloods, I can not say. I do not think there are any full bloods among that colony, but they look like it. They have intermarried with the white people.

Part Seven

MISSISSIPPI CHOCTAW INDIANS

EXTRACT FROM THE HEARINGS

BEFORE THE

SUBCOMMITTEE OF THE COMMITTEE ON INDIAN AFFAIRS HOUSE OF REPRESENTATIVES

SIXTY-THIRD CONGRESS
SECOND SESSION

ON

**H. R. 3389, 3390, 6537, 7926, 7974, 8007,
10066, 10140, and 12586**

BILLS ON THE SUBJECT OF ENROLLMENT
IN THE FIVE CIVILIZED TRIBES

BEING THE

**ARGUMENT OF P. J. HURLEY AGAINST THE
ENROLLMENT OF THE SO-CALLED
MISSISSIPPI CHOCTAWS**

Printed for the use of the Senate Committee on Indian Affairs

WASHINGTON
GOVERNMENT PRINTING OFFICE

1915

EXTRACTS FROM THE HEARINGS BEFORE THE SUBCOMMITTEE
OF THE COMMITTEE ON INDIAN AFFAIRS, HOUSE OF REP-
RESENTATIVES, ON THE SUBJECT OF ENROLLMENT OF MIS-
SISSIPPI CHOCTAWS.

TUESDAY, AUGUST 11, 1914.

SUBCOMMITTEE ON INDIAN AFFAIRS,
HOUSE OF REPRESENTATIVES.

The committee met at 10.30 o'clock a. m. pursuant to the call of the chairman.

* * * * *

STATEMENT OF P. J. HURLEY, ATTORNEY FOR CHOCTAW
NATION.

Mr. HURLEY. Mr. Chairman, before beginning my remarks I should like to have inserted in the record at this point the treaty between the Choctaw Nation and the United States of September 27, 1830, commonly known as the treaty of Dancing Rabbit Creek.

Mr. POST. Is that not already in the record?

Mr. HURLEY. No, sir; it is not. The fourteenth article has been put in several times, but I desire that the entire treaty go in the record, because many claimants remained in Mississippi who were not fourteenth-article claimants.

Mr. CARTER. How many pages does it cover, Mr. Hurley?

Mr. HURLEY. Five printed pages.

Mr. CARTER. Without objection, it is so ordered.

(The treaty is as follows:)

TREATY WITH THE CHOCTAWS, 1830.

A TREATY OF PERPETUAL FRIENDSHIP, CESSION, AND LIMITS ENTERED INTO BY JOHN H. EATON AND JOHN COFFEE, FOR AND IN BEHALF OF THE GOVERNMENT OF THE UNITED STATES AND THE MINGOES, CHIEFS, CAPTAINS, AND WARRIORS OF THE CHOCTAW NATION, BEGUN AND HELD AT DANCING RABBIT CREEK ON THE 15TH OF SEPTEMBER, IN THE YEAR 1830.

Whereas the General Assembly of the State of Mississippi has extended the laws of said State to persons and property within the chartered limits of the same, and the President of the United States has said that he can not protect the Choctaw people from the operation of these laws; now, therefore, that the Choctaw people may live under their own laws in peace with the United States

and the State of Mississippi they have determined to sell their lands east of the Mississippi and have accordingly agreed to the following articles of treaty:¹

ARTICLE I. Perpetual peace and friendship is pledged and agreed upon by and between the United States and the Mingoes, chiefs, and warriors of the Choctaw Nation of red people; and that this may be considered the treaty existing between the parties, all other treaties heretofore existing and inconsistent with the provisions of this are hereby declared null and void.

ARTICLE II. The United States, under a grant especially to be made by the President of the United States, shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it, beginning near Fort Smith where the Arkansas boundary crosses the Arkansas River, running thence to the source of the Canadian fork, if in the limits of the United States, or to those limits; thence due south to Red River and down Red River to the west boundary of the Territory of Arkansas; thence north along that line to the beginning. The boundary of the same to be agreeably to the treaty made and concluded at Washington City in the year 1825. The grant to be executed so soon as the present treaty shall be ratified.

ARTICLE III. In consideration of the provisions contained in the several articles of this treaty, the Choctaw Nation of Indians consent and hereby cede to the United States the entire country they own and possess east of the Mississippi River; and they agree to move beyond the Mississippi River early as practicable and will so arrange their removal that as many as possible of their people, not exceeding one-half of the whole number, shall depart during the falls of 1831 and 1832, the residue to follow during the succeeding fall of 1833. A better opportunity in this manner will be afforded the Government to extend to them facilities and comforts which it is desirable should be extended in conveying them to their new homes.

ARTICLE IV. The Government and people of the United States are hereby obliged to secure to the said Choctaw Nation of red people the jurisdiction and government of all persons and property that may be within their limits west, so that no territory or State shall ever have a right to pass laws of the government of the Choctaw Nation of red people and their descendants; and that no part of the land granted them shall ever be embraced in any Territory or State; but the United States shall forever secure said Choctaw Nation from and against all laws except such as from time to time may be enacted in their own national councils, not inconsistent with the Constitution, treaties, and laws of the United States, and except such as may and which have been enacted by Congress to the extent that Congress under the Constitution are required to exercise a legislation over Indian affairs. But the Choctaws, should this treaty be ratified, express a wish that Congress may grant to the Choctaws the right of punishing by their own laws any white man who shall come into their nation and infringe any of their national regulations.

ARTICLE V. The United States are obliged to protect the Choctaws from domestic strife and from foreign enemies on the same principles that the citizens of the United States are protected, so that whatever would be a legal demand upon the United States for defense or for wrongs committed by an enemy on a citizen of the United States shall be equally binding in favor of the Choctaws, and in all cases where the Choctaws shall be called upon by a legally authorized officer of the United States to fight an enemy such Choctaw shall receive the pay and other emoluments which citizens of the United States receive in such cases; *Provided*, No war shall be undertaken or prosecuted by said Choctaw Nation but by declaration made in full council and to be approved by the United States unless it be in self-defense against an open rebellion or against an enemy marching into their country, in which cases they shall defend until the United States are advised thereof.

ARTICLE VI. Should a Choctaw or any party of Choctaws commit acts of violence upon the person or property of a citizen of the United States or join any war party against any neighboring tribe of Indians without the authority in the preceding article, and except to oppose an actual or threatened invasion or rebellion, such person so offending shall be delivered up to an officer of the United States, if in the power of the Choctaw Nation, that such offender may be punished as may be provided in such cases by the laws of the United States; but if such offender is not within the control of the Choctaw Nation, then said

¹ This paragraph was not ratified.

Choctaw Nation shall not be held responsible for the injury done by said offender.

ARTICLE VII. All acts of violence committed upon persons and property of the people of the Choctaw Nation, either by citizens of the United States or neighboring tribes of red people, shall be referred to some authorized agent, by him to be referred to the President of the United States, who shall examine into such cases and see that every possible degree of justice is done to said Indian party of the Choctaw Nation.

ARTICLE VIII. Offenders against the laws of the United States or any individual State shall be apprehended and delivered to any duly authorized person where such offender may be found the the Choctaw country, having fled from any part of the United States, but in all such cases application must be made to the agent or chiefs, and the expense of his apprehension and delivery provided for and paid by the United States.

ARTICLE IX. Any citizen of the United States who may be ordered from the nation by the agent and constituted authorities of the nation and refusing to obey or return into the nation without the consent of the aforesaid persons shall be subject to such pains and penalties as may be provided by the laws of the United States in such cases. Citizens of the United States traveling peaceably under the authority of the laws of the United States shall be under the care and protection of the nation.

ARTICLE X. No person shall expose goods or other articles for sale as a trader without a written permit from the constituted authorities of the nation or authority of the laws of the Congress of the United States under penalty of forfeiting the articles, and the constituted authorities of the nation shall grant no license except to such persons as reside in the nation and are answerable to the laws of the nation. The United States shall be particularly obliged to assist to prevent ardent spirits from being introduced into the nation.

ARTICLE XI. Navigable streams shall be free to the Choctaws, who shall pay no higher toll or duty than citizens of the United States. It is agreed further that the United States shall establish one or more post offices in said nation, and may establish such military post roads and posts as they may consider necessary.

ARTICLE XII. All intruders shall be removed from the Choctaw Nation and kept without it. Private property to be always respected, and on no occasion taken for public purposes without just compensation being made therefor to the rightful owner. If an Indian unlawfully take or steal any property from a white man a citizen of the United States, the offender shall be punished; and if a white man unlawfully take or steal anything from an Indian, the property shall be restored and the offender punished. It is further agreed that when a Choctaw shall be given up to be tried for any offense against the laws of the United States, if unable to employ counsel to defend him the United States will do it, that his trial may be fair and impartial.

ARTICLE XIII. It is consented that a qualified agent shall be appointed for the Choctaws every four years, unless sooner removed by the President; and he shall be removed on petition of the constituted authorities of the nation, the President being satisfied there is sufficient cause shown. The agent shall fix his residence convenient to the great body of the people, and in the selection of an agent immediately after the ratification of this treaty the wishes of the Choctaw Nation on this subject shall be entitled to great respect.

ARTICLE XIV. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of 1 section of 640 acres of land, to be bounded by section lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside on said lands intending to become citizens of the States for five years after the ratification of this treaty, in such case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

ARTICLE XV. To each of the chiefs in the Choctaw Nation—to wit, Greenwood Laflore, Nutackachie, and Mushulatubbe—there is granted a reservation

of four sections of land, two of which shall include and adjoin their present improvement and the other two located where they please, but on unoccupied, unimproved lands; such sections shall be bounded by section lines, and, with the consent of the President, they may sell the same. Also to the three principal chiefs and to their successors in office there shall be paid \$250 annually while they shall continue in their respective offices, except to Mushulatubbe, who, as he has an annuity of \$150 under a former treaty, shall receive only the additional sum of \$100 while he shall continue in office as chief; and if in addition to this the nation shall think proper to elect an additional principal chief of the whole to superintend and govern upon republican principles, he shall receive annually for his services \$500, which allowance to the chiefs and their successors in office shall continue for 20 years. At any time when in military service and while in service by authority of the United States the district chiefs, under and by selection of the President, shall be entitled to the pay of majors; the other chief under the same circumstances shall have the pay of lieutenant colonel. The speakers of the three districts shall receive \$25 a year for four years each, and the three secretaries, one to each of the chiefs, \$50 each for four years. Each captain of the nation, the number not to exceed 99, 33 from each district, shall be furnished upon removing to the West with each a good suit of clothes and a broadsword and an outfit, and for four years, commencing with the first of their removal, shall each receive \$50 a year for the trouble of keeping their people at order in settling, and whenever they shall be in military service by authority of the United States shall receive the pay of a captain.

ARTICLE XVI. In wagons and with steamboats, as may be found necessary, the United States agree to remove the Indians to their new homes at their expense and under the care of discreet and careful persons, who will be kind and brotherly to them. They agree to furnish them with ample corn and beef or pork for themselves and families for 12 months after reaching their new homes.

It is agreed further that the United States will take all their cattle at the valuation of some discreet person to be appointed by the President, and the same shall be paid for in money after their arrival at their new homes; or other cattle, such as may be desired, shall be furnished them, notice being given through their agent of their wishes upon this subject before their removal that time to supply the demand may be afforded.

ARTICLE XVII. The several annuities and sums secured under former treaties to the Choctaw Nation and people shall continue as though this treaty had never been made.

And it is further agreed that the United States in addition will pay the sum of \$20,000 for 20 years, commencing after their removal to the West, of which, in the first year after their removal, \$10,000 shall be divided and arranged to such as may not receive reservations under this treaty.

ARTICLE XVIII. The United States shall cause the lands hereby ceded to be surveyed and surveyors may enter the Choctaw country for that purpose, conducting themselves properly and disturbing or interrupting none of the Choctaw people. But no person is to be permitted to settle within the nation or the lands to be sold before the Choctaws shall remove. And for the payment of the several amounts secured in this treaty the lands hereby ceded are to remain a fund pledged to that purpose until the debt shall be provided for and arranged. And, further, it is agreed that in the construction of this treaty wherever well-founded doubt shall arise it shall be construed most favorably to the Choctaws.

ARTICLE XIX. The following reservations of land are hereby admitted: To Col. David Fulson four sections, of which two shall include his present improvement and two may be located elsewhere on unoccupied, unimproved land.

To I. Garland, Col. Robert Cole, Tuppanahomer, John Pytchlynn, Charles Juzan, Johokebetubbe, Eaychahobia, Ofehoma, two sections, each to include their improvements and to be bounded by sectional lines, and the same may be disposed of and sold with the consent of the President. And that others, not provided for, may be provided for, there shall be reserve as follows:

First, one section to each head of a family not exceeding 40 in number who during the present year may have had in actual cultivation, with a dwelling house thereon, 50 acres or more.

Second, three quarter sections after the manner aforesaid to each head of a family not exceeding 450, as shall have cultivated 30 acres and less than 50, to be bounded by quarter sections of survey and to be contiguous and adjoining.

Third, one half section as aforesaid to those who shall have cultivated from 20 to 30 acres, the number not to exceed 400.

Fourth, a quarter section as aforesaid to such as shall have cultivated from 12 to 20 acres, the number not to exceed 350, and one-half of that quantity to such as shall have cultivated from 2 to 12 acres, the number also not to exceed 350 persons. Each of said class of cases shall be subject to the limitations contained in the first class and shall be so located as to include that part of the improvement which contains the dwelling house. If a greater number shall be found to be entitled to reservations under the several classes of this article than is stipulated for under the limitation prescribed, then and in that case the chiefs separately or together shall determine the persons who shall be excluded in the respective districts.

Fifth, any captain, the number not exceeding 90 persons, who, under the provisions of this article shall receive less than a section he shall be entitled to an additional quality of half a section adjoining his other reservation. The several reservations secured under this article may be sold with the consent of the President of the United States, but should any prefer it, or omit to take a reservation for the quantity he may be entitled to, the United States will, on his removing, pay 50 cents an acre after reaching their new homes, provided that before the 1st of January next they shall adduce to the agent, or some other authorized person to be appointed, proof of his claim and the quantity of it.

Sixth, likewise children of the Choctaw Nation residing in the nation who have neither father nor mother, a list of which with satisfactory proof of parentage and orphanage being filed with agent in six months to be forwarded to the War Department, shall be entitled to a quarter section of land, to be located under the direction of the President, and with his consent the same may be sold and the proceeds applied to some beneficial purpose for the benefit of said orphans.

ARTICLE XX. The United States agree and stipulate as follows: That for the benefit and advantage of the Choctaw people and to improve their condition there shall be educated under the direction of the President and at the expense of the United States 40 Choctaw youths for 20 years. This number shall be kept at school and as they finish their education others to supply their places shall be received for the period stated. The United States agree also to erect a council house for the nation at some convenient central point after their people shall be settled, and a house for each chief, also a church for each of the three districts, to be used also as schoolhouses until the nation may conclude to build others; and for these purposes \$10,000 shall be appropriated, also \$50,000, viz. \$2,500 annually shall be given for the support of three teachers of schools for 20 years. Likewise there shall be furnished to the nation 3 blacksmiths, one for each district for 16 years, and a qualified millwright for 5 years; also there shall be furnished the following articles: 2,100 blankets; to each warrior who emigrates a rifle, molds, wipers, and ammunition. One thousand axes, ploughs, hoes, wheels, and cards each, and 400 looms. There shall also be furnished 1 ton of iron and 200 weight of steel annually to each district for 16 years.

ARTICLE XXI. A few Choctaw warriors yet survive who marched and fought in the Army with Gen. Wayne, the whole number not to exceed 20.

These, it is agreed, shall hereafter, while they live, receive \$25 a year, a list of them to be as early as practicable and within six months made out and presented to the agent, to be forwarded to the War Department.

ARTICLE XXII. The chiefs of the Choctaws who have suggested that their people are in a state of rapid advancement in education and refinement, and have expressed a solicitude that they might have a delegate on the floor of the House of Representatives extended to them. The commissioners do not feel that they can under a treaty stipulation accede to this request, but at their desire present it in the treaty that Congress may consider of and decide the application.

Mr. HURLEY. The claim of the so-called Mississippi Choctaws for enrollment as citizens of the Choctaw and Chickasaw Nations in Oklahoma has been considered before this committee at great length. Many conflicting statements have been made as to the alleged rights of these persons.

Before attempting to answer any of the arguments that have been made I will submit to the committee a brief outline, or rather a synopsis of the Mississippi Choctaw claim and the laws that have been passed, and the decisions that have been rendered affecting the claim. It is admitted by the proponents of the bill that is under your consideration that no person claiming to be of Choctaw blood now residing in Mississippi has any right to enrollment in the Choctaw Nation unless he or she be able to prove that right under the fourteenth article of the treaty of September 27, 1830, commonly known as the treaty of Dancing Rabbit Creek (7 Stat. L., 335).

By the fourteenth article of this treaty certain Choctaws reserved for themselves the rights of becoming citizens of the State of Mississippi without relinquishing the right to thereafter remove to, and become citizens of the Choctaw Nation in Indian Territory. In the case of *The Choctaw Nation v. United States* (119 U. S., 1), the Supreme Court found that the great majority of the Choctaws removed to Indian Territory in 1831 to 1833, but that there were remaining in Mississippi in 1838 about 5,000 Choctaws. All of these 5,000 Indians who remained in Mississippi were not fourteenth article claimants. Some of them claimed under the nineteenth and other articles of the treaty.

The number of fourteenth article claimants who signified their intention to remain in Mississippi was finally determined by Murry, Pray & Vroom under the act of Congress approved August 23, 1842 (5 Stat., 513). Murry & Vroom ascertained that 1,155 heads of families had signified their intention to remain in Mississippi and become citizens. These heads of families and the members of their families amounted to 3,885 persons. One hundred and forty-three heads of families received patents for the members of their families—amounting in all to about 276 persons. The persons therefore, who signified or attempted to signify their intention to remain in Mississippi and become citizens of that State, and reserve their rights under the fourteenth article of the treaty of Dancing Rabbit Creek, amounted in all to 4,161 persons. (See H. R. Doc. No. 898, 61st Cong., 2d sess.)

The muster rolls of emigrating Choctaws on file in the office of the Commissioner of Indian Affairs shows that more than 3,400 of these fourteenth article Choctaws removed to Indian Territory prior to the "script-payment," which was commenced in 1855. The script and money which was paid these emigrating Choctaws was in lieu of the land which they relinquished in Mississippi, and to which they were entitled under the provisions of the fourteenth article of the treaty of Dancing Rabbit Creek. Many more of these fourteenth article claimants emigrated to the Choctaw Nation in Indian Territory between 1855 and 1898.

Up to 1895 the Choctaws west freely admitted to citizenship all those whom they knew to be of Choctaw blood, and who actually became residents of the Choctaw Nation west.

On March 3, 1893, Congress authorized the Dawes Commission to enter into negotiations with the Indians of the Five Civilized Tribes to bring about such changes as would be necessary to allot the land in severalty and to prepare Indian Territory for a territorial form of government, and eventually for admission as a State into the Union.

On November 15, 1895, the council of the Choctaw Nation passed a general law requiring all persons claiming the right to citizenship in the Choctaw Nation, to file their applications within a certain time or be forever barred. (Laws of the Choctaw Nation. sess. 1895 and 1896.)

On June 10, 1896, a law was enacted by Congress directing the Dawes Commission to prepare rolls of citizenship for each of the Five Civilized Tribes. This act required the Dawes Commission to recognize all tribal laws in the making of the rolls. (See 29 Stat. L., 321. See also *Eastern Band of Cherokees v. United States*, 117 U. S., 288.)

The act of June 7, 1897 (30 Stat. L., 83), is the first law passed by Congress in regard to the allotment in severalty of the Choctaw and Chickasaw estate in which the Mississippi Choctaws are mentioned. That act provided:

That the commission appointed to negotiate with the Five Civilized Tribes in the Indian Territory shall examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship, except an interest in the Choctaw annuities.

Under this provision the commission proceeded to the State of Mississippi and thoroughly investigated the rights of the Indians residing in that State. Under date of January 28, 1898, the commission submitted a report to Congress. In this report the commission arrived at the following conclusion:

It follows, therefore, from this reasoning, as well as from the historical review already recited, that the nature of the title itself as well as all stipulations concerning it in the treaties between the United States and the Choctaw Nation, that to avail himself of the "privileges of a Choctaw citizen" any person claiming to be a descendant of those Choctaws who were provided for in the fourteenth article of the treaty of 1830 must first show the fact that he is such descendant and has in good faith joined his brethren in the Territory with the intent to become one of the citizens of the nation. Having done so, such person has a right to be enrolled as a Choctaw citizen and to claim all the privileges of such a citizen, except to a share in the annuities. And that otherwise he can not claim as a right the "privilege of a Choctaw citizen."

MR. BALLINGER. The same report to which you make reference recommended the question be referred to the Court of Claims for decision, did it not?

MR. HURLEY. Mr. Ballinger, you asked me in the beginning of your statement to allow you to state your case before I interrupted you, and I would ask for the same consideration. When I complete my opening statement of the case I will answer any question you may ask me.

MR. POST. Did the Dawes Commission make a roster of the Mississippi Indians who would come under the fourteenth article?

MR. HURLEY. The next point in this statement will cover the question that you have asked, but I will say to you that the Dawes Commission did submit a roll of claimants under the fourteenth article, but in submitting the roll stated that those who offered their names were unable to prove their identity. That is, to prove that they were the descendants of those who had signified or attempted to signify their intention to claim right under the fourteenth article.

Under the act of June 10, 1896, Jack Amos and 97 other Mississippi Choctaws appealed to the district court in and for the central

district of Indian Territory from a decision of the Dawes Commission. They claimed right to enrollment as nonresident citizens of the Choctaw Nation. The claimants had been rejected by the commission on the ground that they were nonresidents. The attorneys for Jack Amos and others contended then, as the present attorneys for the Mississippi Choctaw claimants now contend, that the Mississippi Choctaws were entitled to enrollment as citizens of the Choctaw Nation without removing to Indian Territory. The decision of the court is in part as follows:

In the third article of the treaty the Choctaws agreed to move all of their people within three years, and the United States intended that they should go. But, by the fourteenth article of the treaty, provisions were made whereby those who should decide to remain and become citizens of the State of Mississippi, in the event that, because of the intolerance and persecutions of the whites which they themselves had so bitterly experienced, or for any other cause, they might become dissatisfied with their altered conditions and their new citizenship and desire to follow them to their new homes and thereafter exercise with them in their own country the privileges of citizenship, they could do so, except that they were not to participate with them in their annuities, the lands which they were to receive in Mississippi being deemed a compensation for that.

When the fourteenth article of the treaty was framed the negotiating parties understood that the policy of the United States was that the Choctaws were to be removed. The Choctaws, in article 3, had just agreed that they should all go. The ink was not yet dry in article 2, whereby the condition was placed in this grant to the lands that they were to live upon them or they should be forfeited, and that no privilege of citizenship could be conferred or enjoyed outside of the territorial jurisdiction of their newly located nation. Understanding these conditions, the latter clause of article 14 was penned:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove—that is, if they ever place themselves on the land and within the jurisdiction of the nation whereby those privileges may become operative—are not to be entitled to any portion of the Choctaw annuity."

In other words, if they ever remove, they are to enjoy all of the privileges of a Choctaw citizen except that of participating in their annuities. If this be not the meaning to be attached to the word "remove" as used in the clause of the treaty under consideration, it must be meaningless. But in the interpretation of statutes it is the duty of the courts to so interpret them as to give to every word a meaning, and in so doing so it must take into consideration the whole statute, its objects and purposes, the rights which are intended to be enforced, and the evils intended to be remedied; it may go to the history of the transaction about which the legislation is had and call to its aid all legitimate facts proven or of which the courts will take judicial notice in order to find the true meaning of the word as used in the statute. Of course, the same rule of interpretation applies to treaties. Adopting these rules in the interpretation of article 14 of the treaty of 1830, I arrive at the conclusion that the "privilege of a Choctaw citizen" therein reserved to those Choctaws who shall remain, thereby separating themselves, it may be forever, from their brethren and their nation, becoming citizens of another sovereignty and aliens of their own, situated so that it would be impossible, while in Mississippi, to receive or enjoy any of the rights of Choctaw citizenship, was the right to renounce his allegiance to the Commonwealth of Mississippi, move upon the lands conveyed to him and his people, and there, the only spot on earth where he could do so, renew his relations with his people and enjoy all of the privileges of a Choctaw citizen except to participate in the annuities.

As an evidence that the Choctaw people themselves took this view of the question, attention is called to the fact that their council has passed many acts and resolutions inviting these absent Choctaws to move into their country, and on one occasion appropriated a considerable sum of money to assist them on their journey, and, until the past two or three years, have always promptly placed those who did return on the rolls of citizenship, but never enrolled an absent Choctaw as a citizen.

This decision was virtually affirmed by the Supreme Court of the United States, which held that the act of Congress giving final jurisdiction in these matters to the district court is constitutional. (See *Seppens v. Cherokee Nation*, 174 U. S., 445.)

The act of June 28, 1898 (30 Stat. L., 495), authorized the commission to determine the identity of Choctaws claiming rights in the Choctaw lands under article 14 of the treaty between the United States and the Choctaw Nation, concluded September 27, 1830, and to that end to administer oaths, examine witnesses, and perform all other acts necessary thereto, and make report to the Secretary of the Interior.

On March 10, 1889, the Dawes Commission made its report on identification, as follows:

The commission, therefore, finding it impossible to trace the full-blood Choctaws now residing in the State of Mississippi bearing an English name with any degree of certainty to his ancestors bearing Indian names, and to establish the fact that such ancestors performed the duty of signifying to the United States agent within the limited period their intention and desire to remain and become citizens of the States, has believed it to be its duty to report the names of all full-blood Choctaw Indians who might appear before it in said State for identification as Mississippi Choctaws, and it accordingly makes such report, having taken the names and identification of each of such persons and prepared a schedule of them from the data obtained by the commission recently within said State, which schedule accompanies this report as a part hereof. * * *

It is impossible to trace descendants now bearing English names to ancestors bearing Indian names, upon whom was imposed the duty of complying with the treaty at that time, and to connect persons now living with the fulfillment of the requirements of the provisions of article 14 of said treaty.

The Secretary of the Interior declined to approve this schedule for the reason that the persons who made this schedule frankly admitted that it was not supported by evidence. A careful consideration of the figures showing the number of Choctaws who established their claims under the fourteenth article of the treaty of 1842 will show conclusively why there was no one in Mississippi at the time the investigation was made by the Dawes Commission, in 1899, who could establish their rights under that article. The fact is that in 1842 only 4,161 persons could establish their right under that article. Before 1855, 3,400 of those who established their rights removed to the Choctaw Nation, leaving less than 700 in Mississippi. A great many others of these claimants removed during the period from 1855 to 1896. The fact is that there were extremely few, if any, fourteenth article Choctaws in Mississippi in 1899. There were, of course, other Choctaws there who had rights in Mississippi awarded them under the nineteenth and supplementary articles of the treaty of 1830. These Indians had no rights to the privilege of a Choctaw citizen in the Choctaw Nation reserved to them under the treaty.

On May 31, 1900 (31 Stat. L., 221), Congress enacted the following law:

Mr. POST. Before you go further I want to ask you how many full-blood Mississippi Choctaws were reported by the Dawes Commission?

Mr. HURLEY. The McKennan roll contained 1,923 persons. They were not all full bloods. I have not any figures with me to show the quantum of blood of the different persons whose names appear upon the McKennan roll.

Mr. POST. When was that roll completed?

Mr. HURLEY. In 1899. The act of May 31, 1900, which I had commenced to read, is as follows:

That any Mississippi Choctaw duly identified as such by the United States Commission to the Five Civilized Tribes shall have the right, at any time prior to the approval of the final rolls of the Choctaws and Chickasaws by the Secretary of the Interior, to make settlement within the Choctaw-Chickasaw country, and on proof of the facts of bona fide settlement may be enrolled by the said United States Commission and by the Secretary of the Interior as Choctaws entitled to allotments: *Provided further*, That all contracts or agreements looking to the sale or encumbrance in any way of the lands to be allotted to said Mississippi Choctaws shall be null and void.

Mr. POST. How long were the rolls held open on that account?

Mr. HURLEY. Six months after they had been closed to all other claimants.

Mr. CARTER. Had the Choctaws and Chickasaws ever agreed to the Federal Government making their rolls prior to the agreement of 1902?

Mr. HURLEY. No, sir.

Mr. CAMPBELL. Do I understand that prior to that time that the Choctaws reserved the right to themselves to make up their own rolls?

Mr. HURLEY. The United States Government, under the act of June 10, 1896, had taken upon itself the responsibility of making the rolls for the Choctaws and Chickasaws. The Choctaws and Chickasaws already had rolls, which were taken as a basis for the Government rolls. The agreement between the Choctaw and Chickasaw people and the United States as to the final settlement of the enrollment question was contained in the supplemental treaty in 1902.

Mr. CARTER. Who had jurisdiction of making the rolls of the Choctaws and Chickasaws prior to the act of 1896?

Mr. HURLEY. The Government of the United States—the Dawes Commission.

Mr. CARTER. Prior to that time?

Mr. HURLEY. Oh, prior to 1896—I thought you meant 1902—the Choctaws and Chickasaws themselves.

Mr. CARTER. But in the agreement of 1898 nothing was said concerning the jurisdiction of making rolls, was there?

Mr. HURLEY. The jurisdiction of making the rolls was given to the Dawes Commission by the act of June 10, 1896; that was authority to put names on the then existing rolls. There was not any authority given under that act to purge the rolls. It was the act of June 28, 1898, commonly known as the Curtis Act, that gave the commission authority to purge the rolls; that is, to strike therefrom the names of persons who were not entitled to enrollment.

Mr. CARTER. The thing I want to understand is this: That the tribal authorities had never given their consent to the Federal Government making the rolls, and in fact objected to the Federal Government taking that jurisdiction until July 1, 1902?

Mr. HURLEY. Yes, sir.

Mr. CARTER. Had the tribal authorities ever permitted the enrollment and citizenship of absent Choctaws while they had the jurisdiction of making their rolls?

Mr. HURLEY. There is not one instance in the history of either the Choctaw or Chickasaw Nation where they ever enrolled an absentee as a citizen of either one of those tribes.

Mr. CARTER. Had the tribal authorities ever permitted enrollment on the citizenship rolls of Choctaws who moved from Mississippi to their nation without a special act of their council authorizing same?

Mr. HURLEY. No, sir; under the laws and customs of the Choctaw people it was necessary even for the Mississippi fourteenth-article claimants to be readmitted to citizenship in the Choctaw Nation.

Mr. CARTER. And he had no rights as a citizen until favorable action had been taken by the council?

Mr. HURLEY. That is right.

Mr. RICHARDSON. Was that the case before 1855, when the Choctaw constitution was adopted?

Mr. HURLEY. You mean when they arrived in the Choctaw Nation they had to apply through the council and become citizens?

Mr. RICHARDSON. Yes.

Mr. HURLEY. The records of the council that far back are hard to get and I have not found any records of admission to citizenship that far back. Up to that time there was almost a constant stream of emigration, and those who settled that far back are not even considered as Mississippi Choctaws, but as original Choctaws, by people in the Choctaw Nation.

Mr. CAMPBELL. Have you the acts so that you can enumerate them authorizing the action by commissions or courts for the enrollment of Mississippi Choctaws, the extension of tie, etc., so we can get the number of acts that have been had?

Mr. HURLEY. Yes, sir.

Mr. CAMPBELL. Can you enumerate them, with their dates?

Mr. HURLEY. Yes, sir.

Mr. CARTER. If I understand correctly, up until 1855 the migration of the Choctaws from Mississippi to Indian Territory was so constant and unbroken that no one prior to that time was required to have an act of the council to admit him to citizenship; he was accepted as a native Choctaw when he came to Mississippi?

Mr. HURLEY. Yes, sir.

Mr. CARTER. But after 1855—

Mr. HURLEY (interposing). After the adoption of the Choctaw constitution.

Mr. CARTER. After the adoption of the Choctaw constitution was any Mississippi Choctaw admitted to citizenship in the Choctaw Nation in the Indian Territory without first having a favorable act of the Choctaw council?

Mr. HURLEY. No, sir; not after the adoption of their constitution.

Mr. CARTER. And the constitution was adopted in 1855, is that true?

Mr. HURLEY. It was.

To supply Mr. Campbell with the information he asked I will give now the dates of all acts that have an effect upon the enrolment question in the Choctaw and Chickasaw Nations.

Mr. CARTER. Acts of the Choctaw council?

Mr. HURLEY. No; he asked for the acts of Congress. The first is the act of June 10, 1896, 28 Statutes, 321.

Mr. CAMPBELL. They are right here in convenient form, are they?

Mr. HURLEY. Yes, sir. I should like to have them go into this record. They are as follows:

A. Acts of a general and preliminary character: (1) June 10, 1896 (29 Stat. L., 321); (2) June 7, 1897 (30 Stat. L., 83); (3) June 28, 1898 (30 Stat. L., 495) (commonly known as the Curtis Act, including the Atoka agreement); (4) May 31, 1900 (31 Stat. L., 221).

B. Acts of a special character: (1) Agreement with the Seminoles, December 16, 1897, approved July 1, 1898 (30 Stat. L., 567); (5) agreement with the Choctaws and Chickasaws, approved July 1, 1902 (32 Stat. L., 641), and ratified by said tribes September 25, 1902.

Mr. CAMPBELL. The acts of the Choctaw council, touching the same question, are also tabulated, are they not?

Mr. HURLEY. No; I have a list of some of the acts. It would be impracticable to tabulate them all in this record, there are several hundred of them affecting different families and individuals. I have a sufficient number of them here to give you a general idea of the nature of the acts of the Choctaw council on this subject. I should now like to finish this preliminary statement before I proceed any further with arguments on it, because I expect to present my argument after I have made a statement of the case. I was speaking of the act of May 31, 1901, when I was interrupted.

Under this law the commission continued to receive and consider the applications of the Mississippi Choctaw Indians. It soon became apparent, however, that the Indians residing in Mississippi were unable to prove that they were descendants of persons who had complied, or had attempted to comply, with article 14 of the treaty of 1830. When it was finally determined that the Mississippi Choctaws were unable to prove any right to enrollment the Choctaw and Chickasaw Indians of Oklahoma agreed to give the full-blood Indians of Mississippi the right to citizenship in the Choctaw and Chickasaw Nations if they would remove to and establish a bona fide residence within the confines of the Choctaw and Chickasaw Nations. This concession was made on the part of the Choctaws and Chickasaws upon the inducement that if they would make the concession the United States Government would proceed immediately to close the tribal rolls and complete allotment of the land in severalty, and thereafter to sell the residue of the tribal estate and distribute the proceeds per capita among the enrolled members of the tribe. Accordingly, the supplemental agreement was entered into between the Choctaw and Chickasaw Nations and the United States. This agreement was approved by act of Congress on the 1st day of July, 1902 (32 Stat. L., 641), and was ratified by the Choctaw and Chickasaw people on the 25th day of September of that year.

This agreement held the rolls of citizenship of the Choctaw and Chickasaw Nations open to Mississippi Choctaws after they had been closed to all other applicants. It established a rule of evidence in favor of the full-blood Mississippi Choctaws, and 1,634 Mississippi Choctaws were under this legislation granted enrollment in the Choctaw Nation as a gratuity and not as a matter of right. The property given to these 1,634 Indians is valued at not less than \$15,000,000.

This is the price that the Choctaw and Chickasaw Indians of Oklahoma paid for a settlement of the Mississippi Choctaw question in 1902.

Sections 41, 42, 43, and 44 of the supplemental agreement above referred to are as follows:

41. All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stat. L., 495), as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation, concluded September 27, 1830, may, at any time within six months after the date of their identification as Mississippi Choctaws by the said commission, make bona fide settlements within the Choctaw-Chickasaw country, and upon proof of such settlement to such commission within one year after the date of their said identification as Mississippi Choctaws, shall be enrolled by such commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribe, subject to the special provisions herein provided as to Mississippi Choctaws, and said enrollments shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said commission after six months subsequent to the date of the final ratification of this agreement and in the disposition of such application all full-blood Mississippi Choctaw Indians and the descendants of any Mississippi Choctaw Indians, whether of full or mixed blood, who receive a patent to land under the said fourteenth article of the said treaty of 1830, who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June 28, 1898, shall be deemed to be Mississippi Choctaws entitled to benefits under article 14 of the said treaty of September 27, 1830, and to identification as such by said commission, but this direction or provision shall be deemed to be only a rule of evidence and shall not be invoked by or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood or who is not the descendant of the Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the right of citizenship in the Choctaw Nation. All of said Mississippi Choctaws so enrolled by said commission shall be upon a separate roll.

42. When any such Mississippi Choctaw shall have in good faith continuously resided upon the lands of the Choctaw and Chickasaw Nations for a period of three years, including his residence thereon before and after such enrollment, he shall, upon due proof thereof of such continuous bona fide residence made in such manner and before such officer as may be designated by the Secretary of the Interior, receive a patent for his allotment, as provided in the Atoka agreement, and he shall hold the land allotted to him, as provided in this agreement for citizens of the Choctaw and Chickasaw Nations.

43. Applications for enrollment as Mississippi Choctaws, and applications to have land set apart to them as such, must be made personally before the Commission to the Five Civilized Tribes. Fathers may apply for their minor children; and, if the father be dead, the mother may apply; husbands may apply for wives. Applications for orphans, insane persons, and persons of unsound mind may be made by duly appointed guardian or curator, and for aged and infirm persons and prisoners by agents duly authorized thereunto by power of attorney in the discretion of said commission.

44. If within four years after such enrollment any such Mississippi Choctaw, or his heirs or representatives, if he be dead, fails to make proof of such continuous bona fide residence for the period so prescribed, or up to the time of the death of such Mississippi Choctaw, in case of his death after enrollment, he and his heirs and representatives, if he be dead, shall be deemed to have acquired no interest in the lands set apart to him, and the same shall be sold at public auction for cash, under such rules and regulations prescribed by the Secretary of the Interior, and the proceeds paid into the Treasury of the United States to the credit of the Choctaw and Chickasaw Tribes, and distributed per capita with other funds of the tribe. Such lands shall not be sold for less than their appraised value. Upon payment of the full purchase price patent shall issue to the purchaser.

The provision in section 41, above quoted, preventing the operation of the rule of evidence established to the advantage of any applicant who is not a Mississippi Choctaw of full blood, or a descendant

of a Choctaw who received a patent to land, was made more general by a decision of the Secretary of the Interior in the so-called Jim Gift case, which was rendered on November 23, 1904, holding that sripees and their descendants, as well as patentees, come within the rule referred to as being persons or descendants of persons who complied or attempted to comply with article 14 of the treaty of September 27, 1830.

The same agreement between the United States and the Choctaw and Chickasaw people, which gave to the Mississippi Choctaws enrollment in the Choctaw and Chickasaw Nations as a gratuity provided also:

No person whose name does not appear upon the rolls prepared as herein provided, shall be entitled in any manner to participate in the distribution of the common property of the Choctaw and Chickasaw Tribes, and those whose names appear thereon shall participate in the manner set forth in this agreement.

The rolls of citizenship of the Choctaw and Chickasaw Nations were finally completed under the terms of this agreement and, on April 26, 1906, Congress declared the Choctaw and Chickasaw rolls closed in the following language:

Provided, That the rolls of the tribes (Choctaw and Chickasaw) affected by this act shall be fully completed on or before the 4th day of March, 1907, and the Secretary of the Interior shall have no jurisdiction to approve the enrollment of any person after that date.

The Choctaws who remained in Mississippi and declined to remove to Indian Territory had been separated from the Choctaw Nation for a period of 77 years before the rolls were closed. During all of this period of 77 years the Mississippi Choctaws had a right to remove to and establish a residence in the Choctaw Nation, and thereby become entitled to the privileges of a Choctaw citizen, notwithstanding the fact that each and every fourteenth-article claimant had received his or her patrimony in land, money, or script. In other words, these Mississippi Choctaws did receive land and money in Mississippi at a time when the Choctaws in Oklahoma were undergoing the privations of frontier life, and these same persons who had received the land and money in Mississippi might have removed, and most all of them did remove to Indian Territory and become entitled to an equal share in the property of the Choctaw Nation with the Choctaws who had resided west and who received no part of the land or money distributed to the Mississippi Choctaws. It is those who have received land and money and who have declined to move to the Choctaw Nation that are now asking that the Choctaws of Oklahoma send money to them in Mississippi.

The preparation of the final rolls of the Choctaw and Chickasaw Nations by the United States Government cover a period of 11 years. During that time 24,634 applications of persons claiming as Mississippi Choctaws for enrollment as citizens of the Choctaw Nation, were considered and reconsidered, and finally determined by the Dawes Commission to the Five Civilized Tribes and the Federal courts for Indian Territory. The Mississippi Choctaw claim which you are now considering has heretofore been fully considered and determined by the following tribunals and bodies:

1. The Dawes Commission to the Five Civilized Tribes.

2. The Federal courts of Indian Territory.

3. The Choctaw and Chickasaw people, and the United States Government in the preparation of the supplemental agreement of July 1, 1902. (32 Stat. L., 641, *ibid.*)

4. The Congress of the United States which finally directed the rolls to be closed on March 4, 1907. (See act of Apr. 26, 1906, *ibid.*)

The question that you gentlemen are now considering has four times been determined under the direction of Congress, and the rolls have finally been closed and the Choctaw and Chickasaw people and the United States Government have agreed that no one shall share in the distribution of the tribal funds of those tribes unless his or her name appears upon the rolls completed under the provisions of the supplemental agreement.

There is a corporation known as the Texas-Oklahoma Investment Co., organized for the purpose of syndicating the claims of the Mississippi Choctaws against the Choctaw Nation. This company has already furnished \$4,100 to maintain representation in Washington for the purpose of inducing Congress to reopen the rolls of the Choctaw and Chickasaw Nations and to enroll the Mississippi Choctaws. It may be that this syndicate will be able to induce the Congress of the United States to reverse the decision of the commission that it authorized to determine this question; to reverse the decision of the United States courts that passed upon the question; to induce Congress to violate the terms of a solemn treaty agreement with the Choctaw and Chickasaw Nations of Oklahoma; and finally, to repeal the act of Congress of April 26, 1906, by the operation of which the rolls of these tribes were finally closed. If in the name of justice, this Texas-Oklahoma Investment Co. can induce Congress to allow that company to extract from the Treasury the funds belonging to the Choctaw and Chickasaw people, the United States may yet have to refund to the Choctaw and Chickasaw Nations the amount of money that it would at this time force the tribes to pay to the Mississippi Choctaws and to the Texas-Oklahoma Investment Co. on this illegal and unconscionable claim. In fact, the United States Government, through its Interior Department, has already recognized the possibility of a recovery by the Choctaw and Chickasaw Nations against the United States in case the Government should provide for the enrollment of the Mississippi Choctaws.

The First Assistant Secretary of the Interior in a letter dated July 2, 1912, addressed to the chairman of the Commission on Indian Affairs of the House of Representatives, made the following statement:

I am advised that if the work of reinvestigating and readjudicating the claims of Mississippi Choctaws be undertaken along the broad lines outlined in the bill introduced by Mr. Harrison, the work can not be accomplished within the time prescribed therein; that if the applicants are required to establish that they or some of their ancestors were beneficiaries under article 14 of the treaty of 1830, a vast amount of evidence will necessarily have to be taken covering the family history of the applicants for more than 80 years; and that this work would be a repetition of work which has already been accomplished, and in the great majority of cases would be of no benefit whatever to the applicants. * * *

With respect to the 1,070 persons who were identified as Mississippi Choctaws but who failed to prove the facts of removal and settlement in the Choctaw and

Chickasaw country, it may be said that, irrespective of their unfortunate condition of poverty and ignorance, there is grave question whether there is just ground, legal or equitable, for holding the Choctaw and Chickasaw Nations responsible for this failure to comply with the law. In fact, it may be urged by the tribes that responsibility, if any, rested upon the United States instead.

Now, gentlemen, I have attempted to give you a brief outline of the Mississippi Choctaw claim. In this outline I have not touched upon many of the matters that have been argued by attorneys representing the claimants. I have not touched upon those matters for the reason that they are irrelevant and incompetent, and do not tend to prove or disprove any of the issues pending before this committee.

It may be necessary, however, to consider some of the statements made, because those statements are responsible for the opinion that now seems to prevail in the minds of some of the members of Congress to the effect that there must be some merit somewhere in the Mississippi Choctaw claim. That sentiment, Mr. Chairman, has been built up by misstatements in places where, if the facts were stated as they exist, it would clearly appear that the Mississippi Choctaws have not been deprived of any right by the Choctaw Nation; they have had their day in court; they have been allowed to make their applications; they have failed to establish a right, and those who have been enrolled have been enrolled as a gratuity. This would appear if the facts were fairly presented; but they have not always been so presented. I might say in this connection that in Mr. Harrison's different addresses on the floor of the House in regard to this matter, I think that he relied somewhat, and I would not say entirely, upon the briefs and arguments prepared by Mr. Cantwell, or by Crews & Cantwell, and that those briefs and those arguments are egregiously incorrect.

Mr. Post. Mr. Hurley, I understood your position a while ago to be that the rolls are made of the Choctaw and Chickasaw Nations by the treaty and supplemental treaty, and were closed by the terms of that treaty?

Mr. HURLEY. Yes, sir.

Mr. Post. If that is true, what authority has Congress to go back of its treaty obligations?

Mr. HURLEY. The Congress has absolutely no moral authority to do so. To do so would be in violation of good morals. But the Congress of the United States has plenary power over undistributed tribal property, and, regardless of the equities of the Indians—regardless of the justice and the morality involved—Congress can force a reconsideration of that question by reason of its plenary power, if it desires to exercise it; but in doing so it will create a liability against the United States for the amount of our loss under such legislation.

Mr. BALLINGER. Were these rolls closed by any provision or in any agreement with the Choctaw Indians?

Mr. HURLEY. Yes, sir.

Mr. BALLINGER. In what treaty?

Mr. HURLEY. I have read it into the record. If you had been paying attention to me when I read it you might have heard it. I will go back and read it again.

Mr. CAMPBELL. Can Congress exercise this plenary power without making the United States liable to the Choctaws or Chickasaws for the property that it will take from them?

Mr. HURLEY. In my judgment it can not.

Mr. POST. Mr. Hurley, under the Constitution the treaty-making power is vested in the President and the Senate. But this treaty—how was it entered into—the treaty and the supplemental treaty?

Mr. HURLEY. This agreement was entered into between a commission appointed by Congress and the representatives of the Indian tribes. For a long period in the history of the Indians of North America it was considered that a treaty between an Indian tribe and the United States had some of the binding force of an international agreement. Subsequently Congress found that in order to handle some of the Indian tribes and open their lands to settlement it became necessary—this is rather blunt language—to disregard some of those treaty provisions, and an act was passed in 1871 changing entirely the nature and the force of Indian treaties; thereafter it was held that those agreements have not the binding force of an international agreement and were merely a request from the Indian people as to what they would like to have done, and might be repealed as any other act of Congress.

Mr. CARTER. Mr. Hurley, is it not a fact that Congress has the same right to violate international agreements that it has to violate a treaty with the Indians?

Mr. HURLEY. It has.

Mr. CARTER. Congress undoubtedly has the power to abrogate any treaty with either Indian or world power. The world power may have its redress by a resort to arms—that is, until the Hague tribunal is permanently established—but the Indian's reparation rests entirely upon the benevolence and justice of the white man's Government itself. But Congress has a right to repeal any treaty it has with a foreign power, has it not?

Mr. HURLEY. That is true: it has. The only difference is that the Indian question is not an international question, but a domestic question, and the Indian tribes, being dependent upon the United States, can not obtain redress for violations of agreements without the consent of the United States.

Mr. RICHARDSON. I might call the attention of the committee to the fact that the Attorney General, on the question of the Chinese treaty, held that an act of Congress could modify or repeal any provision of a treaty, and that a treaty had no superior authority to an act of Congress.

Also that Congress, in the act of March 3, 1871, provided that from that time no treaty should be made with any Indian tribe. Up to the date of that act a treaty with the Indians was regarded in the courts as of the same force as a treaty with an international power, but after that time there have been no treaties with the Indians.

Mr. CARTER. They have been agreements?

Mr. RICHARDSON. They have been mere agreements, subject to the ratification by Congress and subject to all provisions—

Mr. POST (interposing). In other words, a treaty with an Indian tribe entered into by officers of the Government, a department of the Government, and the tribe had to be ratified by Congress, and it was really an act of Congress, which Congress itself could repeal at any time it saw fit?

Mr. RICHARDSON. That is correct.

Mr. POST. It is different in that respect to an international agreement?

Mr. RICHARDSON. That is right.

Mr. BALLINGER. I should like to call the attention of the committee that the courts held with reference to these agreements, or similar agreements, that they stood solely on the same plane as an act of Congress and were not in fact agreements.

Mr. CARTER. That is true of both agreements and treaties. Congress has full power to repeal them so long as vested rights are not involved.

Mr. RICHARDSON. The Brown and Gritts case.

Mr. CARTER. The Brown and Gritts case is identical with one of these agreements; not this agreement, but the Cherokee agreement.

Mr. RICHARDSON. At the same time.

Mr. CARTER. Let me ask Mr. Hurley a few questions about making that agreement, because it has often been referred to on the floor of the House and in the committee as the act of one man. I speak now of the agreement of July 1, 1902. The people who first negotiated that agreement were commissioners appointed by the United States and delegates appointed by the Choctaw and Chickasaw governors upon an act authorizing the same by the tribal council, were they not?

Mr. HURLEY. Yes, sir.

Mr. CARTER. Do you know how many meetings were held before those agreements were finally concluded?

Mr. HURLEY. No; I do not.

Mr. CARTER. Do you know when negotiations began for the agreements?

Mr. HURLEY. They began in 1901.

Mr. CARTER. And they were not concluded until September 27, 1902?

Mr. HURLEY. Yes, sir.

Mr. CARTER. So they were a year and a half in the process of making, were they not?

Mr. HURLEY. Yes, sir.

Mr. CARTER. After they were finally negotiated they had to be approved by the Congress of the United States, did they not?

Mr. HURLEY. Yes, sir.

Mr. CARTER. They had to be approved by the tribal councils of the Choctaw and Chickasaw Nations?

Mr. HURLEY. The treaty was finally ratified by—

Mr. CARTER (interposing). I have not got to that yet.

Mr. HURLEY. Yes, sir; they had to be approved by the councils.

Mr. CARTER. Of the Choctaw and Chickasaw Nations?

Mr. HURLEY. Yes, sir.

Mr. CARTER. And afterwards had to be ratified in accordance with the act of those councils by a general vote of the Choctaw and Chickasaw people?

Mr. HURLEY. Yes, sir.

Mr. CARTER. And all these actions the records show have been taken, do they not?

Mr. HURLEY. Yes, sir.

Mr. CARTER. So that the agreements were a year and a half in the making, and were approved in the regular manner prescribed and usual in the making of such agreements or treaties?

Mr. HURLEY. Yes, sir. Now, Mr. Chairman, in order to get into some of the arguments that have been made that seem to have influenced the minds of the Members of Congress, I want to read just one paragraph from a speech made by Mr. Harrison on the floor of the House in December, 1912, and I am reading from page 4, as follows:

The Indian tribe has never attempted to abridge or change in any way this particular treaty. * * * In other words, Mr. Chairman, every act of Congress that has been passed relative to the Mississippi Choctaws has been upon the assumption that they could not be enrolled unless they left Mississippi and went to Indian Territory, thus being forced to violate the article they had demanded and obtained. There is nothing in that provision that says that the Mississippi Choctaw shall ever have to leave Mississippi in order to continue his right as a member of the tribe.

Without going into any explanation of the matter, Mr. Harrison stated to Congress that the Indian tribes had never made any effort to abridge the privileges of those Indians to become citizens of the Choctaw Nation while they resided in Mississippi. As a matter of fact the nation never recognized one of them as a citizen until he removed to the Choctaw Nation, and on the 16th day of October, 1895, the council of the Choctaw Nation passed this act:

Resolution in regard to citizenship cases.

SECTION 1. *Be it resolved by the General Council of the Choctaw Nation assembled,* That all parties who claim citizenship to the Choctaw Nation, and intend proving the same, are hereby notified that they must file their petitions as the law directs, on or before November 15th, 1895, as after said date no petitions will be entertained by the Choctaw Nation, and all parties who have their petitions filed are hereby notified that they must come forward and prosecute the same at once.

SEC. 2. *Be it further resolved,* That the national secretary is hereby requested to have this resolution printed in all the principal papers in the Choctaw and Chickasaw Nations, and that the sheriffs of each county are hereby notified to post this resolution in conspicuous places in their respective counties.

Approved, October 16, A. D. 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

It will readily be seen, Mr. Chairman, that a statement to the effect that the tribes have never attempted to foreclose all non-resident claims of citizenship can not be substantiated, because as a matter of fact the tribe, after having labored for something like 70 years to get those Mississippi Choctaws and their descendants to move to the Choctaw Nation, after having appropriated money to pay for their transportation, and after having appropriated money to maintain certain families of them after their arrival until they could make a crop, when they finally decided that they had done all they could to help those people and had helped them as a gratuity and not because of any right that the Mississippi Choctaws had, they finally closed their rolls against them, and the tribal authorities have placed a bar against the enrollment of these persons.

Now, as stated in my argument in the beginning, the act of Congress of June 10, 1896, provided that the commission making the

rolls should give due deference and consideration to all laws, customs, and usages of the Choctaw people.

Let us see what binding effect that act of the Choctaw council has upon the United States. The Supreme Court had before it at one time the claim of the Eastern Cherokees against the United States. It is reported in 117 United States, 228, and is as follows:

If the Indians in that State [North Carolina], or in any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation, and be readmitted to citizenship as there provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation. Those funds and that property were dedicated by the constitution of the Cherokees and were intended by the treaties with the United States for the benefit of the united nation, and not in any respect for those who had separated from it and become aliens to their nation. We can see no just ground on which the claim of the petitioners can rest in either of the funds held by the United States in trust for the Cherokee Nation.

The Congress of the United States recognized this principal in the act of June 10, 1896 (29 Stat. L., 321), which directed the making of the rolls as follows:

That in determining all such applications said commission shall respect all laws of the several nations or tribes not inconsistent with the laws of the United States. * * *

So, we see Mr. Harrison was mistaken when he said the tribes had never attempted to abridge the privileges given Mississippi Choctaws under the treaty of 1830.

The tribe has never recognized a nonresident as a citizen of the tribe, and has by act of the council placed a limitation on the time during which nonresident Indians could come into the nation and reestablish their citizenship.

Now, Mr. Chairman, if the chair desires to have me do so, I would be glad to read into the record at this place a number of the acts of the Choctaw council giving aid to emigrating Mississippi Choctaws prior to 1895, showing the disposition of the Choctaw Nation up to that time to receive those people without requiring them to prove a legal right to enrollment. They were given citizenship in the nation as a gratuity. Not only has the Choctaw Nation given them citizenship as a gratuity, but it has transported many to Indian Territory and supported them until they could raise a crop after their arrival in the Indian Territory.

MR. BALLINGER. Is there any statement contained in any act of the Choctaw Nation that rights accorded to Mississippi Choctaws who removed are gratuities? You have used the word "gratuity" numerous times.

MR. HURLEY. I have used the word "gratuity," Mr. Ballinger, because that is exactly what was given them. If you are fair in this argument you must admit that the Dawes Commission that in 1899 examined the Indians in Mississippi who claimed right to enrollment in the Choctaw Nation under article 14 was unprejudiced, and it found that these people could not prove any right under the fourteenth article; that after it had been established that they could not prove their right; that the Choctaw and Chickasaw Nations gave

them enrollment without requiring them to establish that right by proper evidence. Now, what is that if it is not a gratuity?

Mr. BALLINGER. Can you point to any act of the Choctaw Nation that gave them that right? That was given to them by an act of Congress, was it not?

Mr. HURLEY. That was given to them by an agreement between the Choctaw and Chickasaw people and the United States Government, commonly known as the supplemental agreement of July 1, 1902.

Mr. CARTER. Let me suggest that you might just incorporate those acts of the council in the record without taking the time of the committee to read them.

Mr. HURLEY. I want to incorporate, on the suggestion of the chairman, as follows:

LAWS PASSED BY THE GENERAL COUNCIL OF THE CHOCTAW NATION AT ITS REGULAR
SESSION COMMENCING OCTOBER 6, 1890.

No. 16.

An act recognizing certain persons as citizens of this nation.

Be it enacted by the General Council of the Choctaw Nation assembled. That Sandos Amos, his wife Ann, and William Amos, and Solomon Wilson and wife and their four children, all full-blood Choctaws and lately come to this nation from Mississippi, be, and they are hereby, recognized as citizens of the Choctaw Nation, and entitled to all the rights, privileges, and immunities of citizens, and this act shall take effect and be in force from and after its passage.

Approved, October 29, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 17.

An act conferring citizenship on certain persons named.

Be it enacted by the General Council of the Choctaw Nation assembled. That Sexton Amos, Mat Sukke, Amos Bell, Jimson Bell, John Alusion, Sarah Wilson, Isaac Wilson, Mary Wilson, Eve Wilson, Horace Wilson, Thomas Barney, Isaac Simpson, and Tom Yark, all late of the State of Mississippi, are hereby recognized as citizens of this nation and entitled to all the rights, privileges, and immunities of citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, October 30, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 25.

An act conferring citizenship on Mrs. Trehern and other Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled. That Mrs. Trehern and her children, Joel Trehern, Joseph Trehern, Laura (Trehern) Walker, her husband Sam Walker and two children, Hannah (Trehern) Deloach, her husband Joseph Deloach and their three children, all late of the State of Mississippi, be, and are hereby, recognized as citizens of the Choctaw Nation and entitled to all the rights, privileges, and immunities of citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, October 31, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 43.

An act recognizing the citizenship of Willis Jackson and his family.

Be it enacted by the General Council of the Choctaw Nation assembled, That Willis Jackson, his wife, Mary Jackson, and their children, Minnie, Sam, Folsom, Laura, and Edmond Jackson, late of the State of Mississippi, are hereby recognized and declared to be citizens of this nation and entitled to all the rights, privileges, and immunities of other citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, November 13, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 44.

An act making appropriation for the relief of Matt Sakki et al.

Be it enacted by the General Council of the Choctaw Nation assembled, That the sum of seventy-five dollars is hereby appropriated, out of any money in the treasury not otherwise appropriated, for the purpose of aiding Matt Sakki, Isaac Simsin, and Tom Yark, lately arrived from Mississippi, and to enable them to pay their board and traveling expenses while attending the general council for the purpose of having themselves recognized as citizens of this nation, and this act shall take effect and be in force from and after its passage.

Approved, Nov. 14, 1890.

W. N. JONES,
Principal Chief of the Choctaw Nation.

LAWS PASSED BY THE GENERAL COUNCIL OF THE CHOCTAW NATION AT ITS SPECIAL
SESSION CONVENED ON APRIL 6TH, 1891.

No. 2.

An act for the relief of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That the sum of two hundred and ninety-five dollars is hereby appropriated, out of any money in the treasury not otherwise appropriated, to reimburse Cornelius Hickman and family (4), Presley Isham and family (4), Nat Sakki (1), Dixon Ripley (1), Taylor Bell (1), Jane Sakki (1), Lee Nobbee (1), Tom Sakki and family (5), James Sakki (1), Alex Sakki (1), Isaac Simpson and family (5), and Matt Sakki and family (3), Choctaws (late arrivals from the State of Mississippi) for their expenditures while immigrating, and to enable them to obtain the necessaries of life, they having arrived too late last year to raise a crop of any kind; and this act shall take effect and be in force from and after its passage.

Approved, April 4, 1891.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 8.

An act admitting certain Mississippi Indians to citizenship.

Be it enacted by the General Council of the Choctaw Nation assembled, That Mrs. Anna Boyd, Mrs. Lenas Southerland, Mrs. Ozie Travis, Mrs. M. Milliam, Choctaws lately from the State of Mississippi, and full sister of C. A. Bilbo, who has been heretofore admitted, and their descendants be, and they are hereby declared citizens of the Choctaw Nation.

Be it further enacted that this act take effect and be in force from and after its passage.

Approved, April 8, 1891.

W. N. JONES,
Principal Chief of the Choctaw Nation.

No. 15.

An act admitting certain Choctaws from Mississippi to citizenship in the Choctaw Nation.

Be it enacted by the General Council of the Choctaw Nation assembled, That Joe Willis and his children, Nancy Selan, and Frank Willis and his sister Liney Willis, and Billy Willis and his children Lee and Serena Willis, Thomson Barnett, James Sakki, and Thomas Sakki, and Wallace Sam and his wife Fannie Sam and their children Milley, Jeruzu, Luke, Silley, Lizzie, Liza, and Era Sam, all having just come from the old nation in Mississippi, are hereby admitted to all of the rights and privileges of citizenship in the Choctaw Nation, and this act shall take effect and be in force from and after its passage.

Approved, April 8, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 16.

An act recognizing the citizenship of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That following Mississippi Choctaws, late arrival, to wit: 1, Cornelius Hickman; 2, Eliza Ann Hickman; 3, Jeff Hickman; 4, Presley Isham; 5, Ellen Isham; 6, William Isham; 7, Nat Sakki; 8, Dixon Ripley; 9, Taylor Bell; 10, Alex Sakki; 11, Jane Sakki; 12, Lee Nobbe; 13, Henson Haltenstyle; 14, Phoebe Haltenstyle; 15, Milton Haltenstyle; 16, Jesse Haltenstyle; 17, Fall Haltenstyle, are hereby recognized as citizens of this nation and are entitled to all the rights and privileges and immunities of other citizens of this nation; and this act take effect and be in force from and after its passage.

Approved, April 9, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 17.

An act for the relief of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That the sum of \$300 be, and the same is hereby, appropriated out of any money in the treasury not otherwise appropriated, as a relief for the following late arrivals from Mississippi, to wit: 1, Joe Willis; 2, Nancy Willis; 3, Frank Willis; 4, Liney Willis; 5, Billy Willis; 6, Liza Willis; 7, Serena Willis; 8, Thompson Burney; 9, Wallace Sam; 10, Fannie Sam; 11, Jenzy Sam; 12, Luke Sam; 13, Sally Sam; 14, Liza Sam; 15, Lizzie Sam; 16, Asa Sam; 17, Henson Haltenstyle; 18, Phoebe Haltenstyle; 19, Milton Haltenstyle; 20, Jesse Haltenstyle; 21, Fall Haltenstyle; 22, Sanders Amos; 23, William Amos; 24, Ann Amos; 25, John Amos; 26, Solomon Amos; 27, Puss Amos; 28, Casson Wilson; 29, Belson Wilson; 30, Medarial Wilson; and this act to take effect and be in force from and after its passage.

Approved, April 9, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

LAWS PASSED BY THE GENERAL COUNCIL OF THE CHOCTAW NATION AT ITS REGULAR SESSION CONVENED IN OCTOBER, 1891.

No. 14.

An act for the relief of twenty-six Choctaws lately from Missississippi.

Be it enacted by the General Council of the Choctaw Nation assembled,
SECTION 1. That the sum of two hundred and sixty dollars is hereby appropriated for the relief of James Phillips and twenty-five others, whose names are hereto attached; that the national auditor shall issue his warrant on the treasurer and he shall pay the same.

SEC. 2. That this act take effect and be in force from and after its passage.

Approved, October 21, 1891.

W. N. JONES,

Principal Chief of the Choctaw Nation.

No. 27.

An act conferring citizenship on Henry Lewis, Mississippi Choctaw.

Be it enacted by the General Council of the Choctaw Nation assembled, That one Henry Lewis, late of the State of Mississippi, is hereby recognized as a citizen of this nation, and entitled to all the rights, privileges, and immunities of a citizen of this nation, and this act shall take effect and be in force from and after its passage.

Approved, October 27, 1891.

W. N. JONES,
Principal Chief of the Choctaw Nation

No. 13.

An act in relation to the appointing commissioners to remove the Choctaws from the State of Mississippi.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled,* That there is hereby appropriated, out of any money in the national treasury not otherwise appropriated, and placed in the hands of commissioners (to be appointed by the principal chief), the sum of seventeen hundred and ninety-two dollars and fifty cents (\$1,792.50) upon the certificate of the principal chief to the national auditor, then the auditor shall issue his warrant to the national treasurer, and the national treasurer shall pay the same for the purpose of paying the expenses of the following-named Choctaws who now reside in the State of Mississippi; that is,

Wesley Williams and 6 in family, Rufus York and 6 in family, Charley York and 5 in family, Tom York and 2 in family, Sampson York and 3 in family, Dixon York and 6 in family, Scott Burnie and 3 in family, Robert Anderson and 4 in family, Edmond Martin and 3 in family, Ben Sakke and 3 in family, John Sakke and 5 in family, William Cultie and 5 in family, Martin Worlark and 8 in family, Dixon Willis and 4 in family, Tom Cheto and 11 in family, Tom Davis and 7 in family, James Battiest and 1 in family, Davis Welch and 4 in family, Sakkee Susan and 7 in family, Sis Simm and 3 in family, Jack Columbus and 2 in family, Thomas Benton and 3 in family, Willie and 4 in family, W. E. Martin and 4 in family, Joe Yale and 3 in family, Billy Gipson and 1 in family, Thompson Baker and 1 in family, making in all one hundred and fourteen persons.

SEC. 2. *Be it further enacted,* That the principal chief shall appoint two commissioners, who shall proceed at once to the State of Mississippi, collect up said Choctaws, and bring them to this nation. Said commissioners to be appointed and commissioned by the principal chief and to take the required oath of office before any judge of a court of record of this nation, and to give bond, payable to the principal chief, to be approved by the said judge, in the sum of seventeen hundred and ninety-two dollars and fifty cents (1,792.50) for the faithful performance of their duties, and that the sum of eight hundred dollars (\$800) is hereby appropriated, out of any money in the national treasury not otherwise appropriated, to said commissioners, and upon presenting their commission to the national auditor he shall draw his warrant on the treasury for the sum of eight hundred dollars in favor of said commissioners, and the national treasurer shall pay the same.

SEC. 3. *Be it further enacted,* That the said eight hundred dollars (\$800) — that is, \$400 each to said commissioners—shall be in full compensation for their service as such commissioner.

SEC. 4. *Be it further enacted,* That said commissioners shall make a full report of their actions to the next general council at its next regular term in Oct., 1892, and to return any balance of money on hand to the national treasurer; and this act shall take effect and be in force from and after its passage.

Approved October 20, 1891.

J. H. BRYANT,
Acting Principal Chief of the Choctaw Nation

LAWS OF THE GENERAL COUNCIL OF THE CHOCTAW NATION PASSED AT ITS REGULAR SESSION IN THE YEARS 1895 AND 1896.

BILL No. 2.

Resolution in regard to citizenship cases.

SECTION 1. *Be it resolved by the General Council of the Choctaw Nation assembled*, That all parties who claim citizenship to the Choctaw Nation, and intend proving the same, are hereby notified that they must file their petitions, as the law directs, on or before November 15th, 1895, as after said date no petitions will be entertained by the Choctaw Nation, and all parties who have their petitions filed are hereby notified that they must come forward and prosecute the same at once.

SEC. 2. *Be it further resolved*, That the national secretary is hereby requested to have this resolution printed in all the principal papers in the Choctaw and Chickasaw Nations, and that the sheriffs of each county are hereby notified to post this resolution in conspicuous places in their respective counties.

Approved, October 16, A. D. 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 5.

An act recognizing the citizenship of certain Mississippi Choctaws.

Be it enacted by the General Council of the Choctaw Nation assembled, That the following Mississippi Choctaws, late arrivals, to wit, Wm. Child, Mary Child, Martin Child, and Emil Child, Lester Jackson, Wilson Jackson, George Jackson, Joe Lewis, Amy Jackson, are hereby recognized as citizens of this nation, and are entitled to all the rights, privileges, and immunities of other citizens of this nation; and this act take effect and be in force from and after its passage.

Approved, October 16, 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 22.

An act admitting certain Choctaws from Louisiana to citizenship.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Jim Jackson, Emma Jackson, William Murphy, Martin Jackson, Fannie Jackson, Mary Jackson, Jim Jackson, jr., Sophy Jackson, Frank Jackson, Bankston Johnson, and John Dorsett are hereby admitted to all the rights and privileges of citizenship in the Choctaw Nation, and that this act shall take effect and be in force from and after its passage.

Approved, October 28, 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 36.

An act admitting certain Choctaws from Mississippi to citizenship in the Choctaw Nation.

Be it enacted by the General Council of the Choctaw Nation assembled, That Sarah Whittle and her children, to wit, Arcolah Whittle, age 22; Napoleon Whittle, age 18; Carrie Whittle, age 16; John Whittle, age 14; Arthur Whittle, age 11; Alma Whittle, age 7; Madge Lamar Whittle, age 5; and Clarence Whittle, age 3, are hereby admitted to all the rights, privileges, and immunities of citizenship in the Choctaw Nation, and this act take effect and be in force from and after its passage.

Approved, November 5, 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 38.

An act admitting Betty A. Lewis and others.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Betty A. Lewis and her children, to wit, Frank Lewis, age 16; Bettie Lewis, age 14; May Lewis, age 10; Annie, age 8; Cora, age 6 years; Curtis, age 4 years; Alice, age 2 years; Winnie, age 6 months, are hereby admitted to all the rights, privileges, and immunities of other Choctaws, and this act take effect and be in force from and after its passage.

Approved, November 6, 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 43.

An act admitting Billy Baker and other Mississippi Indians to citizenship.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Billy Baker, his children, Oscar Baker, age 15 years; Annie Baker, age 10 years; Sally Baker, age 7 years; and Solomon John, age 22 years; Susan John, age 19 years; Sissy John, age 13 years; and Hickman Lewis, age 27, all late arrivals from Mississippi, be, and they are hereby, admitted to all the rights and privileges in said nation of other Choctaws.

SEC. 2. *Be it further enacted*, That this act take effect and be in force from and after its passage.

Approved, November 8, 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 44.

An act admitting Louis Traheon and his children to citizenship.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Louis Traheon and his children, Willie May Traheon, age 2 years; F. Traheon, age 6 months, be admitted to all the rights, privileges, and immunities with other Choctaws, and that this act take effect and be in force from and after its passage.

Approved, November 9, 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

BILL No. 52.

An act admitting Mattie Baggett and children.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled*, That Mattie Baggett and her children, Willie Baggett, age 5; Gracy Baggett, age 6; and Ida Jane Baggett, age 9 months, be admitted to the rights and privileges of citizenship of other Choctaws, and that this act take effect and be in force from and after its passage.

Approved, November 11, 1895.

JEFF GARDNER,

Principal Chief of the Choctaw Nation.

Since Mr. Harrison has left the room, I would rather not proceed further in discussing the argument he made on the question. I was discussing the very question that Mr. Ballinger raised; the question was also raised by Mr. Harrison, and I would like to discuss that in the presence of Mr. Harrison, so that he can reply.

Mr. RICHARDSON. I have some questions I should like to ask you, if you will answer those now.

Mr. HURLEY. I shall be glad to answer your questions while we are waiting for Mr. Harrison.

Mr. RICHARDSON. Mr. Hurley, you referred in your opening statement to the fact in four different instances of four different tribunals deciding this very question that the committee is now asked to pass on. I want to ask you about that. The first two were the decisions of the Dawes Commission and the United States district court, under the act of June 10, 1896?

Mr. HURLEY. Yes, sir.

Mr. RICHARDSON. Is it not a fact that the question at issue before the Dawes Commission under that act and before the United States court on appeal from its decision was purely the question of whether the Choctaws then living in Mississippi were entitled to be placed on the citizenship roll, and that those decisions did not consider the question of whether those Choctaws, although not on the citizenship roll, were entitled to some interest in the Choctaw estate?

Mr. HURLEY. Is it not a fact, Mr. Richardson, that you are asking this committee here now to determine the question as to whether or not the Mississippi Choctaws are entitled to enrollment in the Choctaw Nation?

Mr. RICHARDSON. I do not so consider it.

Mr. HURLEY. What are you asking the committee to decide?

Mr. RICHARDSON. I am asking the committee to decide whether the Mississippi Choctaws, under their treaty and under subsequent laws, are not entitled to be compensated for the loss of their interest in the Choctaw property.

Mr. HURLEY. Are you asking this committee to decide whether or not the Choctaw Indians in Mississippi have a right to compensation out of the lands sold in Mississippi?

Mr. RICHARDSON. No.

Mr. HURLEY. Are you not asking for citizenship in the --

Mr. RICHARDSON (interposing). I misunderstood your question. I am asking them to determine that these Mississippi Choctaws are entitled to share in the Choctaw property west.

Mr. HURLEY. That is the very question that Congress asked the commission to determine in 1896 and subsequent acts, and which has been fully considered and finally determined.

Mr. POST. Would that not, Mr. Richardson, involve the right to the enrollment?

Mr. RICHARDSON. Not directly, Mr. Post. If I might explain to you and counsel for the nation, you will see exactly my position from that. Our position has been this: That in the decision of the Jack Amos case and the appeals to the United States court, and in that and in the E. J. Horn case and other cases of Mississippi Choctaws under the act of 1896, the Dawes Commission held this, and it was affirmed by the court, that the Choctaws who proved their identity under the fourteenth article of the treaty of 1830 were not entitled to be placed on the rolls of citizenship while they lived in Mississippi. They held that as a matter of right, without regard to any resolution of the Choctaw Nation closing the rolls or any other collateral facts, as a matter of right those Choctaws who had removed prior to the filing of their application under the act of 1896

were entitled to be placed on those final citizenship rolls. That is the E. J. Horn case, decided by Judge Clayton the same date the Jack Amos case was decided. So under that legislation we had this situation, that the Mississippi Choctaws, claimants under the fourteenth article, who stayed in Mississippi were not entitled to be placed on the final citizenship rolls. That the Mississippi Choctaws, claimants under that article, who might have moved, even after the act of 1896 but before filing their application before the 90 days fixed by that act, were entitled to be placed on those final citizenship rolls. Therefore the right under the Amos and Horn decisions put cases of place of residence at the time of filing application. The Jack Amos case was finally decided by the commission in November, 1896, and the E. J. Horn case was also decided by Judge Clayton in the spring of 1897, and those decisions immediately resulted in the passage by Congress of the resolution or act of June, 1897, directing the Dawes Commission to report whether or not the Mississippi Choctaws under their treaties, etc., have rights in the Choctaw Nation.

Mr. HURLEY. I yielded for a question. Mr. Richardson is making an argument.

Mr. RICHARDSON. I want to have Mr. Hurley center on the point in issue, and I think this is the point in issue at this time.

Mr. HURLEY. Did you not present your case when you were before the committee?

Mr. RICHARDSON. I did not seem to do it effectively, because you asked me a question which seemed to indicate you overlooked that part of my argument.

Mr. HURLEY. In the E. J. Horn case, to which you refer, the parties who made the application in that case were residents of the Choctaw Nation and were enrolled as citizens of the nation.

Mr. RICHARDSON. They were residents at the time they filed their application.

Mr. HURLEY. And were enrolled afterwards as citizens.

Mr. RICHARDSON. Were enrolled by that decision as citizens.

Mr. HURLEY. I say, they became residents before they were enrolled?

Mr. RICHARDSON. That is just exactly what I said.

Mr. HURLEY. The Jack Amos people made application as non-residents, and were denied enrollment. All of them who afterwards removed to the Indian Territory were finally enrolled as citizens after they became residents of the Choctaw Nation.

Mr. RICHARDSON. No; that was not so. Jack Amos never has been enrolled.

Mr. HURLEY. Is not a case pending now in the Court of Claims to collect the fee from Jack Amos and others for services rendered in procuring their enrollment?

Mr. RICHARDSON. I mean to say this, Mr. Hurley: That Senator Owen, who started that suit, took this name on the list of his clients with whom he had contracts, and the first name was the name of Jack Amos. It so happened that, although Jack Amos was one of the claimants, that he failed to remove from Mississippi, and therefore never was enrolled, so he is not a member of the Choctaw Nation at this time.

Mr. HURLEY. Let me ask you, were not all the Indians in the Jack Amos case who removed to and established a residence in the Choctaw Nation enrolled as citizens?

Mr. RICHARDSON. They were enrolled under the act—

Mr. HURLEY (interposing). That is what I asked you in the first place—if all those people involved in that case as nonresidents, who afterwards became residents of the Choctaw Nation, were not enrolled as citizens?

Mr. RICHARDSON. That is approximately correct. I do not think it has any bearing on this proposition, however.

Mr. HURLEY. It is just the thing you were trying to explain. I made the statement there was never a person enrolled by the Choctaw or Chickasaw Nations, or by the United States Government for them as a citizen of either of those tribes while that person was a nonresident of the tribe. Now you ask that we recognize your clients as citizens in Mississippi as nonresident citizens and send to them money from the Choctaw Nation—

Mr. CARTER. Did you say the Jack Amos case was tried in 1896?

Mr. RICHARDSON. It was tried by the Dawes Commission in 1896.

Mr. CARTER. I thought it was later—probably 1897?

Mr. RICHARDSON. No; it was decided by the United States court in the spring of 1897—I think in April or May, 1897.

Mr. POST. Your position, if I understood you, originally was that these Mississippi Choctaws have a vested interest?

Mr. RICHARDSON. I used the term “vested interest” in a loose way. They have a right to participate in the property of the Choctaw Nation which Congress is charged with the duty of distributing.

Mr. POST. Notwithstanding the provision of the fourteenth article that removal is necessary?

Mr. RICHARDSON. I do not regard the provision of that article as providing that the removal is necessary, and I will say this, that granting that removal is necessary, if Congress should administer an estate as to which persons have a contingent interest which may vest in their own act, to wit, the act of removal, that it is the duty of Congress to settle and satisfy that contingent interest, because they are contingent owners of real estate.

Mr. CARTER. Jack Amos never did remove to Oklahoma; he is still in Mississippi?

Mr. RICHARDSON. He is still in Mississippi.

Mr. CARTER. And never enrolled?

Mr. RICHARDSON. Never enrolled. As a matter of fact, Jack Amos is a mixed blood, not a full blood, and he failed of identification.

Mr. POST. I want to hear Mr. Hurley on two propositions. First, what steps were taken in the distribution of scrip; what was the purpose of issuing that scrip, and what was the purpose of withholding half of it? As to whom it was distributed; how it was distributed. And then I want to hear him on this proposition: What was the disposition of judgment that the Choctaw Nation recovered against the United States in the case of the Choctaw Nation against the United States; who got that money, where it went to, and why it was distributed as it was? I should like to hear you on those two questions.

Mr. CARTER. We will do that this afternoon.

(Recess until 2 o'clock p. m.)

AFTER RECESS.

The subcommittee reassembled at the expiration of the recess.

Mr. CARTER. You may proceed, Mr. Hurley.

STATEMENT OF MR. P. J. HURLEY—Continued.

Mr. HURLEY. Mr. Chairman, when we discontinued for recess we were discussing article 41 of the employment agreement of July 1, 1902, between the Choctaws and Chickasaws and the United States.

In discussing this provision, Mr. Harrison makes the following statement:

That act of Congress said that no person should be enrolled whose ancestor had not received a patent from the Federal Government.

And, mark you, because of the acts of this man Ward, the agent of the Government in 1831, there were only 143 patents issued to the Mississippi Choctaws under the fourteenth article.

Notwithstanding the fact that over 4,000 Mississippi Choctaws were entitled to patent and only 143 actually received them, this act provides that in order to be enrolled their ancestors are required to have actually received a patent. Is that fair, just, or right?

The commissioner in 1832 reported the case of 1,372 Mississippi Choctaws who had actually signified their intention to remain in Mississippi under the fourteenth article and had complied with the provisions of that article; and the evidence in various hearings afterwards showed that 1,144 of these people received scrip, and the scrip was issued in 1842 only to those who had remained in Mississippi after 1829 and signified their intention of taking up these lands in Mississippi under that article of the treaty. Yet, under this McMurray Act of 1902 those who desired enrollment must prove that their ancestors actually received a patent. If they confine it to that, it could only benefit the descendants of 143 people, when it is undisputed that 7,000 of them lived in Mississippi in 1842. But that is not all. The act goes further and says that, notwithstanding the fact that the descendants of these people could prove that their ancestors actually received a patent, that they must not remain in Mississippi and acquire the rights guaranteed to them by Article XIV of the treaty of 1830, but they must move into Indian Territory.

I ask now that, after that statement of Mr. Harrison's, article 41 of the treaty be quoted.

(The matter referred to is as follows:)

Art. 41. All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898 (30 Stat., 495) as Mississippi Choctaws entitled to benefits under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1829, may at any time within six months after the date of their identification as Mississippi Choctaws by the said commission, make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such commission within one year after the date of the said identification as Mississippi Choctaws shall be enrolled by such commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to special provisions herein provided as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said commission after six months subsequent to the date of the final ratification of this agreement, and in the disposition of such application all full-blood Mississippi Choctaw Indians and the descendants of any Mississippi Choctaw Indians, whether of full or mixed blood, who receive a patent to land under the said fourteenth article of the treaty of 1830, who had not moved to and made bona fide settlement in the Choctaw-Chickasaw country prior to June 28, 1898, shall be deemed to be Mississippi Choctaws entitled to benefits under article 14 of the said treaty of September 27, 1829, and to identification as such by said commission, but this direction or provision shall be deemed to be only a rule of evidence and shall not be invoked by

or operate to the advantage of any applicant who is not a Mississippi Choctaw of the full blood, or who is not the descendant of a Mississippi Choctaw who received a patent to land under said treaty, or who is otherwise barred from the rights of citizenship in the Choctaw Nation. All of said Mississippi Choctaws so enrolled by said commission shall be upon a separate roll.

To show that Mr. Harrison's statement about the operation of that law is entirely incorrect, I will now read the decision in the so-called Jim Gift case, which was rendered on November 23, 1904. The decision appears at page 42 of the brief which we have heretofore submitted to this committee, and is as follows:

NOVEMBER 23, 1904.

COMMISSION TO THE FIVE CIVILIZED TRIBES,

Muskogee, Ind. T.

GENTLEMEN: The department is in receipt of your report of June 3, 1904, resubmitting the record in the matter of the application of Jim Gift, M. C. R. 1659, et al., for identification as Mississippi Choctaws, rendered in compliance with departmental letters of February 25, 1903, and February 19, 1904.

From the testimony furnished by the witnesses in this case it appears that Jim Gift, the principal applicant, through whom the others claim, was born in Sumter County, Ala., a few years prior to the treaty of September 27, 1830. He is of mixed Choctaw and negro blood. His mother was a Choctaw woman named Lucy, who in early life lived in Greene County, Ala. From there she removed to Sumter County, Ala., where the principal applicant was born, and thence westward to Kemper County, Miss. In the latter county the principal applicant lived until he became an old man. He has lived near Lockhart, Lauderdale County, which is the county south of Kemper County, for the last 12 or 15 years.

It appears from the records of the Indian Office that in 1831 an application was made by a Choctaw woman named Lucy for the benefits of article 14 of the treaty of September 27, 1830. This application was made at the "old factory" in Sumter County, Ala., which was situated within a few miles of her residence, on behalf of herself and her children. No record was kept of her application, and subsequently she presented an application in 1843 to the commissioners acting under the act of Congress of August 23, 1842 (5 Stats., 513). As a result of this application, scrip was issued to Lucy and to her children, among whom was a child named Jimmy, who was under 10 years of age when the treaty was made.

Out of the facts enumerated two questions arise: First, is the testimony sufficient to identify the applicant and his mother Lucy with the Jimmy and Lucy of record to whom scrip was issued, and, second, is the issuance of scrip under the act referred to sufficient evidence that the recipients of same complied or attempted to comply, in person or otherwise, with the provisions of article 14 of the treaty of September 2, 1830?

From your record of June 3, 1904, and decision of October 10, 1902, it appears that you are of the opinion that the testimony of Jim Gift is unreliable and that the testimony is accordingly insufficient to identify the applicant as the scribee of record.

Respecting the point of law involved, it further appears that you are of the opinion that section 41 of the act of July, 1902 (32 Stats., 641), contains no express provision authorizing the identification of scribees and their descendants. You are, however, for the reasons stated by you, of the opinion that said section does not operate in any respect to prevent the identification of persons as Mississippi Choctaws who were entitled to identification as such prior to said act, and that scribees and their descendants, where the facts are sufficient to warrant the same, are still entitled to identification.

The Commissioner of Indian Affairs, in his report of December 16, 1902, and the acting commissioner, in his report of November 2, 1904, are of the opinion that the testimony is sufficient to establish that Jim Gift and his mother Lucy are the identical Jimmy and Lucy to whom scrip was issued. The acting commissioner sets forth at considerable length his reasons for believing that the testimony of Jim Gift is reliable, and could not possibly be a fabrication. In respect to the point of law involved, the acting commissioner is also of the opinion that persons entitled to identification before the act of July 1, 1902, supra, were not, by virtue of that act, barred from identification. He is of the

opinion, however, that section 41 thereof is in itself sufficient authority for the identification of scribees and their descendants as Mississippi Choctaws. Whether the acting commissioner's view as to section 41 is correct or not, the result of this case will be the same.

The department has compared the testimony furnished by the applicants and their witnesses with the information furnished by the Indian Office, and is satisfied that if the testimony is to be accepted as reliable it is sufficient to establish the conclusions of the Indian Office as to the questions of fact involved. The testimony connected with the parentage of Jim Gift showing his mixture of African and Choctaw blood, his mother's name and her various residences, her appearance before the Indian agent at "Yazoo" city, the date of her death, Jim Gift's place of birth, and his various places of residence, the testimony concerning his twin sister and the name of his other relatives, agrees substantially in so many respects with the testimony of a like character relative to the Jimmy and Lucy of record and the various members of the family to which they belonged, that the identity of Jim Gift with said Jimmy of record can not be reasonably questioned.

There remains to be considered the question of law involved relative to the rights of scribees and their descendants. Concerning said section 41 of the act of July 1, 1902, the Attorney General of the United States, in an opinion rendered June 19, 1903, used the following language:

"This agreement must, of course, be construed in the light of the circumstances under which it was made, and with a purpose to ascertain the intention of the parties thereto. Manifestly the parties did not intend to abridge the rights of any person theretofore entitled by law to identification as a Mississippi Choctaw, but they did intend to permit the identification of some persons who had not prior to that time been able to bring themselves within the requirements of the rules established by the commission—persons the evidence of whose rights under the treaty of 1830 could not be secured, but whom the Government of the United States and the Choctaw Indians, 'in their generosity,' desired should share in the benefits arising out of the provisions of that treaty. * * *

"In my opinion, paragraph 41 of the agreement of 21st March, 1902, does not require the identification of part-blood children of Mississippi Choctaws themselves identified solely by reason of full blood. Such children must in some other way, if possible, establish their claims to participate in the benefits arising from the treaty of 1830. They have not been deprived by the agreement of anything to which they were entitled before its conclusion."

From this opinion it seems clear that if the descendants of scribees were entitled to identification as Mississippi Choctaws prior to the ratification of the Choctaw-Chickasaw agreement, they are not now barred from such identification. The rule in force prior to the ratification of said agreement permitted the identification of applicants whose ancestors complied or attempted to comply, in person or by proxy, with article 14 of the treaty of September 27, 1830. It is therefore necessary to determine whether scribees and the descendants of scribees come within this rule. Article 14 of the treaty of 1830 states:

"Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age, and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty in that case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

Owing to the failure of the Government to furnish an agent promptly upon the ratification of the treaty, and for the further reason that said agent, after entering upon his duties, was derelict in his performance of the same and refused to enroll many who applied for the benefits of the treaty, only a mere handful of the persons entitled to such benefits were enrolled. To adjust and settle the land claims arising under this article Congress subsequently provided commissions to adjudicate all such claims, and in the act of August 23, 1842, *supra*, the commission was specifically instructed in section 3 thereof as to the

requisites constituting sufficient compliance with article 14 of said treaty to entitle those complying therewith to lands guaranteed by it. Where applicants established to the satisfaction of the commissioners and the Secretary of War that they had complied with the requisites specifically enumerated in said section 3, patents were to be issued to them covering in whole or in part improvements made by them at the date of the treaty of Dancing Rabbit Creek. In cases where it appeared that applicants had done everything within their power to comply with the treaty, but had failed to maintain continuous residence for five years after the ratification of the treaty upon the lands claimed by them, such failure being due to the fact that the Government had before the expiration of the five-year period patented said lands to others, a substitute arrangement was made whereby their claims were to be settled by the issuance of certificates entitling them to select an equal amount of public land in the United States open to selection in the States of Mississippi, Alabama, Louisiana, and Arkansas, the acceptance of such certificates by the applicants to operate as "a full satisfaction and discharge" of their claims against the United States to land under article 14 of the treaty of 1830.

It will thus be seen that patentees and scribees stood on exactly the same footing, so far as the merits of their cases were concerned, but the latter were compelled to accept as the fruits of their compliance with the treaty a substituted performance on the part of the Government, by which they received other lands than those which they were promised by the treaty. Can it be held that this substituted performance proposed by the Government as a settlement of the land claims of fourteenth-article applicants and accepted by them in full satisfaction of such claims, operates in any respect to alter their claims against the Choctaw Nation to a portion of its lands west of the Mississippi, claims founded upon the guaranty in said article 14 that "persons who claim under this article shall not lose the privilege of a Choctaw citizen"? The department does not so consider. The only relation existing between patents and scrip and land rights in the Choctaw Nation is this: So far as the rights of fourteenth-article claimants to Choctaw lands west of the Mississippi is concerned patents and scrip serve only as evidence that the persons to whom they were issued elected for themselves and for persons claiming through them, not to relinquish their rights as Choctaw citizens, except to the annuities. Other than this the action of the United States in adjudicating the claims of these people against it for lands under article 14 has nothing whatever to do with their claims against the Choctaw Nation for a share of its lands lying west of the Mississippi.

The department is therefore of the opinion that scribees and their descendants come within the rule referred to above as being persons or descendants of persons who attempted to comply with article 14 of the treaty of September 27, 1830. In this connection it should be noted that it is not the intention of the department to hold that this is the only form of attempted compliance which can be recognized, or that other forms of attempted compliance will be recognized. Other cases of attempted compliance must be determined as presented.

You are accordingly directed, in accordance with the recommendation of the Indian Office, to identify these applicants as Mississippi Choctaws, and to so advise them and their attorneys. In so doing you are requested to inform them respecting the time limit within which they are required to remove to the Choctaw Nation after receiving notice from you.

A copy of the acting commissioner's letter of November 2, 1904, is inclosed herewith.

Respectfully,

THOS. RYAN, *Acting Secretary.*

The fact is, Mr. Chairman, that the provision in the act of 1902, which Mr. Harrison says barred all except those who could prove that they were descendants of the 143 patentees, all full bloods residing in Mississippi who would remove to the Choctaw Nation were given enrollment without being required to prove their right to enrollment under the fourteenth article of the treaty of 1830.

The Jim Gift case, which I have just read, held that all those who could prove their descent from a patentee—and there were 143 heads of families, or 276 persons in all, who received patents—or who could prove their descent from a scribee, and there were 1,155 heads of

families, or 3,885 persons, who received scrip, making a total of 4,161 persons who received patents or scrip—the descendants of any one of those 4,161 persons who could prove that their ancestor was a scribee or patentee, such descendant was entitled to enrollment under the law by which Mr. Harrison said they were barred.

It is very obvious that a statement made on the floor of the House to the effect that no one except the descendants of those 143 heads of families who received patents could be enrolled is unfair. As a matter of fact, no person who could prove descent from either a scribee or patentee or any other fourteenth-article claimant was excluded by the act of July, 1902. This law which Mr. Harrison so severely criticizes gave every mixed-blood Choctaw Indian residing in Mississippi or elsewhere a right to enrollment if he could prove his right as a descendant of any fourteenth-article claimant. The act also established the so-called full-blood rule of evidence, which rule operated so as to give enrollment in the Choctaw Nation to any full-blood Mississippi Choctaw who would remove to the Choctaw Nation without requiring such full blood to prove his descent from any person who reserved the right under the fourteenth article of the treaty of 1830. As I have already shown, the rights of citizenship given to full-blood Mississippi Choctaws under this provision were given as a gratuity. It was shown that they were unable to prove their right to enrollment.

In his argument Mr. Harrison also contends that the firm of Mansfield, McMurray & Cornish received a percentage fee from the Choctaw and Chickasaw Nations for the number of Mississippi Choctaws whose names they had stricken from the Choctaw and Chickasaw rolls. He also states that one of the blackest pages in the history of these citizenship matters is the proceedings of the Choctaw and Chickasaw citizenship court and draws the conclusion that by reason of the conduct of Mansfield, McMurray & Cornish and the action of the citizenship court the unfortunate full-blood Mississippi Choctaws were excluded from the Choctaw rolls. This whole attempt to connect the Mansfield, McMurray & Cornish fee and the citizenship court with the present Mississippi Choctaw claim is misleading. As a matter of fact, the names of the present Mississippi Choctaw claimants have never been on the Choctaw and Chickasaw citizenship rolls. The percentage fee that Mansfield, McMurray & Cornish received was for the number of persons whose names they were able to have stricken from the rolls. Whatever their conduct was, it could have no effect on the persons for whom Mr. Harrison introduced his bill, as their names were never upon the rolls. His attempt to connect this claim with the citizenship court is also misleading, for the citizenship court did not pass on the claims of any of the persons whose rights would be affected by Mr. Harrison's bill.

The names of a great number of persons were stricken from the Choctaw and Chickasaw citizenship rolls by the Dawes Commission under the act of June 10, 1896. The claimants whose names were thus stricken from the rolls appealed to the United States district courts. Many of them were readmitted to citizenship by the judgments of these courts. The citizenship court, under the authority of law by which it was created, reviewed these final judgments of the United States courts and set aside a great many of them. It is not

necessary for me to go into the ground upon which these judgments were set aside, for the reason that these were not Mississippi Choctaw cases. These were the cases of claimants who resided in the Choctaw and Chickasaw Nations. The people affected by the Harrison bill did not reside in the Choctaw and Chickasaw Nations and do not reside there, so Mr. Harrison's discussion of the conduct of Mansfield, McMurray & Cornish and his discussion of the conduct of the citizenship court are not relevant to this case, and I am of the opinion that Crews & Cantwell discuss these matters in their brief for the sole purpose of inducing people to believe that there was some fraud practiced by which their clients were excluded from the Choctaw and Chickasaw rolls.

Mr. Harrison states positively that no Mississippi Choctaw was ever required to remove to the Choctaw Nation to enjoy the rights of citizenship in the Choctaw and Chickasaw Nations until after this act and the previous acts of Congress during the making of the roll had been passed. In other words, Mr. Harrison states as a fact that they had citizenship in the Choctaw Nation while residing in Mississippi. The statement is misleading and is incorrect.

Neither Mr. Harrison nor the attorneys who have appeared here as the proponents of this bill have been unable to show to this committee the name of any single person who was ever given citizenship in the Choctaw and Chickasaw Nations while a nonresident of those nations.

Mr. Harrison's statement about Mr. McMurray's connection with the Mississippi Choctaw matter is entirely misleading for this reason, that the contract under which Mr. McMurray received a fee provided that he should receive a percentage for the number of persons whose names he should be able to strike from the rolls then existing. These Mississippi Choctaws' names have never been on the rolls.

Mr. CARTER. Well, Mr. Hurley, was it not more specific than that? Did it not set out the exact class of persons to be stricken from the rolls for which he was to receive pay?

Mr. HURLEY. Yes, sir.

Mr. CARTER. Did not Mr. McMurray's contract set out that he was to receive pay for having stricken from the rolls the so-called court citizens, and then afterwards define the court citizens as persons who had been placed upon the roll by the Federal courts under the jurisdictional act of 1896?

Mr. HARRISON. Has that contract been included in the record?

Mr. CARTER. Yes.

Mr. HARRISON. I looked for it and I could not find it in the record.

Mr. CARTER. It is in the Burke hearing.

Mr. HURLEY. The point I am making, Mr. Chairman, is this: The brief submitted by Crews & Cantwell for the claimants here and the arguments made by Mr. Harrison all attack the Mansfield, McMurray & Cornish connection with the citizenship cases, and the fact is there is not one claimant that the Harrison bill would reach whose name has ever been on the rolls of citizenship of the Choctaw and Chickasaw Nations.

Therefore, Mr. McMurray's fee and his attitude toward those persons whose names were stricken from the rolls had absolutely no

connection with the claimants whose cases are now being presented to this committee; and it is misleading to tell the Congress of the United States that these people down in Mississippi were deprived of their right of citizenship because of the fact that a firm of attorneys got a percentage of the amount that each one of those people would have been given if they had been enrolled for excluding them. It is unfair to tell Congress that that condition existed, because it did not exist.

Mr. CARTER. Did Mr. McMurray or his firm ever have any contract of any character by which they were to assist in excluding Mississippi Choctaws from the roll?

Mr. HURLEY. Mansfield, McMurray & Cornish had a general contract to represent the nation. They received under that contract, as I am receiving now, a yearly salary for representing the nation in all matters. But they never had a contract that gave them a fee for the number of Mississippi Choctaws they might exclude from the roll. Their percentage fee was based entirely upon the number of persons whose names were upon the roll that they could have stricken from the roll. The names of these Mississippi Choctaws have never been upon the roll.

Mr. CARTER. Was that the only contract they had in relation to enrollment matters?

Mr. HURLEY. Yes, sir.

Mr. CARTER. Their other contract was for the purpose of collecting royalties and representing the tribe in contentions they may have with the United States Government, was it not—their annual contract?

Mr. HURLEY. Yes, sir.

Mr. HARRISON. Mr. Chairman, why would it not be a good idea, at some place in these hearings, to insert those McMurray contracts.

Mr. CARTER. They are in two or three hearings now.

Mr. HARRISON. In these hearings?

Mr. CARTER. No; not in this hearing, but in the Burke investigating committee hearings.

Mr. HURLEY. Mr. Cantwell made the statement before this committee that Mr. McMurray at one time called upon United States troops to eject the Mississippi Choctaws who had come to Mississippi from the Choctaw Nation. Mr. Harrison also, in his address, made the statement that a number of these people did come over to the Indian Territory and that the firm of Mansfield, McMurray & Cornish secured an injunction against them and prevented their enrollment. He also stated that when the Mississippi Choctaws came to the Choctaw Nation they were not given any land to settle upon and were treated as intruders and ejected from the nation.

On account of these statements the opinion seems to prevail among the Members of Congress that there were some Mississippi Choctaws who at some place and some time in the history of these citizenship proceedings were ejected from the nation.

There was a man named Bounds, who settled near the town of Kiowa and started to fencing a great tract of land and making a big pasture. He was doing this just about the time the allotment in severalty was commenced. When asked his authority he said he represented people living in Mississippi, claimants to citizenship. He was enjoined from fencing the land until such time as those

claimants should come and establish a residence and prove their right to enrollment. It was held that those people had no right to hire an agent to settle upon land in Indian Territory when their own residence there was required as a condition precedent to citizenship in the nation.

I defy Mr. Harrison and Mr. Cantwell—they both talk a lot about putting Mississippi Choctaws out by force—I defy you, Mr. Harrison, to cite me the name of one person, just one person, claiming as a Mississippi Choctaw who was ever removed from the Choctaw Nation by injunction proceedings, by a police force, or by United States soldiers, or anyone else. The fact is that there never has been a Mississippi Choctaw forcibly removed from the Choctaw Nation. I will consider Mr. Harrison's statement about the net-proceeds case later during my argument. I will give no more attention to Mr. Harrison's address at this time—

Mr. HARRISON. You are making a very good speech when you quote my speech there. I was in hopes you would keep it up.

Mr. HURLEY (continuing). Only to say that I believe I have shown this, that the statements upon which Mr. Harrison relies as facts and by which he attempts to convince men that they should support his bill are—

First. He states as a fact that the tribes have never interposed any bar against the enrollment of the Mississippi Choctaws. That statement is not borne out by the facts. I read into the record this morning an act of the Choctaw Council which refutes without further argument the statement made by him. His major premise, therefore, does not exist in fact.

His second premise is that no one could be enrolled under section 41 of the supplemental agreement who was not a descendant of a patentee, and that by reason of this law his constituents were excluded.

The fact is, as shown by the Jim Gift decision, that any person who could show that he was a descendant of a fourteenth-article claimant, either a patentee or a scrippee—and there were 4,161 scrippees and patentees—and who would remove to the Choctaw Nation, was entitled to enrollment under the supplemental agreement.

The fact is that 1,627 persons, most of whom were full bloods, were enrolled under the provisions of that act. The necessity of proving their rights as descendants of fourteenth-article claimants was waived by that act as to full bloods, and they were enrolled without proof of their rights to enrollment. This entirely refutes Mr. Harrison's statement that no one but the descendants of the 143 patentees could be enrolled under that act.

Third. He states as a fact that they had a right to enrollment as citizens of the Choctaw Nation without removal to the nation. The facts is that every commission and every court that has ever passed upon that question—with the possible exception of an ex parte opinion by Judge Townsend, which was afterwards reversed by the same judge—has held that no Mississippi Choctaw or other nonresident Indian was entitled to enrollment as a citizen of the Choctaw Nation without first having moved to and established a residence within the confines of the tribe.

Thus it will be seen that every argument that Mr. Harrison has advanced in favor of the enrollment of his constituents is based upon a premise that does not exist in fact.

Mr. POST. What became of that class of Mississippi Choctaws who were not descendants of either the patentees or scrippees?

Mr. HURLEY. The class of Mississippi Choctaws who were not descendants of patentees or scrippees? I presume you mean the descendants of nineteenth-article and supplemental-article Indians under the treaty of 1830?

Mr. POST. Well, I assume that some Indians were entirely left out of any provision of the treaty. Is that a fact or not?

Mr. HURLEY. Well, there were, outside of the nineteenth-article and supplemental-article Indians—those are the Indians who were given tracts of land from 640 to 2,000 acres; chiefs and mingoes and headmen of the tribe; those were not fourteenth-article claimants. There were, however, 291—in one place in the decision it says 292—heads of families who were not nineteenth or other article claimants, and who did claim under the fourteenth article, but were rejected. And they consequently received neither scrip nor money under the fourteenth article, nor land under the nineteenth and other articles of the treaty. Is that the class to which you refer?

Mr. POST. That is the class to which I referred. What provision has ever been made as to that class?

Mr. HURLEY. To answer your question, Mr. Post, I will quote from the decision of the Court of Claims, which appears at page 97, volume 21, of the Reports of the Court of Claims:

An examination of the findings in reference to the commission under the act referred to will show that, like the commission under the former acts, they had, consistent with the legal interests of the United States, a disposition to deal with the claimants in the broadest spirit of liberality and fairness. They served no policy save an examination of the claims according to the rules best calculated to ascertain the truth.

And in another part it says:

On June 16, 1845, the commission, under the act of 1842, reported that all Choctaw claims arising under the fourteenth article of the treaty presented in correct form had been fully determined. Some few cases not adjusted for want of legal requisites.

Finding 13 shows that the whole number of heads of families making application for and receiving land was 143, by the registration of Ward, amended by the addition of other names and the report of the commissioners appointed under the act of 1842. The number who successfully established their right and who did not receive land out of the reservation was 1,155. The number who failed was 292, making in the aggregate 1,585 claimants.

Mr. CARTER. What class is this you are reading about now? I did not catch that.

Mr. HURLEY. Mr. Post asked me if there were any Indians in Mississippi who did not get scrip or land under the fourteenth article, or land under the nineteenth and other articles of the treaty. I replied to him that there were 292 heads of families, and I read a portion of the decision of the Court of Claims upon the subject.

Again, at page 104 of the volume from which I am reading, in the opinion of the court I find the following:

The thirteenth finding shows that the commissioners appointed under the act of 1842 rejected 292 claims; and it is insisted that these rejections were the consequence of the condition imposed by the third section of the act of 1842, in requiring claimants to show that on the 27th day of September, 1830, he

had an improvement "in the then Choctaw country, and that, having and acquiring an improvement at the place and time aforesaid, did reside on the identical improvement, or a part of it, for a term of five years continuously."

One of the questions of fact connected with the adjustment of the finding was to determine from the evidence the probable number who were rejected by the board in consequence of the condition prescribed by the act of 1842.

We have, as is shown in the latter part of the finding, determined that the heads of families rejected by the conditions of the act of 1842 would aggregate 225,760 acres.

Now, those are the persons who attempted to signify their intention to claim under the fourteenth article, who were rejected by the board of commissioners that were sent to Mississippi to determine who the claimants were.

When the Choctaw Nation sued the United States Government, it contended that these people were erroneously rejected, for the reason that the condition which caused their rejection was a condition in the act of 1842, which was not a requirement under the treaty of 1830. In other words, under the treaty of 1830, the fourteenth article claimants did not have to show that they owned an improvement and that they actually resided upon the improvement, and that condition in the act of 1842 caused the rejection of the claims of 292 heads of families.

Now Mr. Post has asked me the question, What did those 292 heads of families get? We have shown that the nineteenth and other article Indians got land; 143 heads of families, under the fourteenth article, got land; 3,885 persons, or 1,155 heads of families, got scrip and money in lieu of scrip. Then the only class of Mississippi Choctaws unaccounted for were the 292 heads of families.

At page 1, volume 119 of the United States Supreme Court Reports, is set out the finding made by the Court of Claims in the Net Proceeds case, and the first finding is this:

For claims under the fourteenth article of the treaty of 1830 not covered by the release of 1852, \$417,650.

That was the amount of money that the Supreme Court of the United States finally determined was due to the persons who were entitled to identification as fourteenth-article claimants, but who got neither land, money, nor scrip.

The records of the Department of the Interior show that a court of claims was established by the Choctaw Nation to determine who should participate in the distribution of the Net Proceeds judgment; and I ask that the act creating that court be inserted in the record at this point. The act is as follows:

AN ACT making distribution of the "net proceeds" money arising under judgment of the Court of Claims of the United States rendered on the 16th day of December, A. D. 1886.

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation assembled.* That the principal chief of the Choctaw Nation is hereby authorized to appoint three competent persons as commissioners, one from each district, by and with the advice and consent of the Senate, who shall be commissioned by the principal chief, and before they enter upon the discharge of their duties shall take the oath of office prescribed by the constitution, and they shall elect one among themselves chief commissioner, and shall appoint a clerk and bailiff, and a majority of the commissioners shall constitute a quorum for the dispatch of business.

SEC. 2. *Be it further enacted.* That the duty of these commissioners shall be to proceed as soon as practicable to ascertain the legal heirs of the individual

claims that have been adjudicated by the court of claims of the Choctaw Nation under acts of the general council approved 1872 and May, 1875, which adjudication amounted to \$825,000. If no reasonable objection appears, the commission shall issue certificates, signed by the commissioners present and attested by the clerk, for the amount of such claims to the person entitled thereto, and the United States Indian agent for the Five Civilized Tribes shall pay such said certificates out of the net proceeds money.

SEC. 3. *Be it further enacted*, That the United States Indian agent for the Five Civilized Tribes is hereby authorized to make requisitions on the proper authorities of the United States on behalf of the Choctaw Nation for sufficient sums of money to pay the liabilities of the Choctaw Nation to the individual claims that have been adjudicated, or may hereafter be adjudicated, by the proper authorities of said Nation, and claims so adjudicated shall be reported to the United States Indian agent for the Five Civilized Tribes by the commission. The first requisition shall be for \$825,000, to be paid to said agent out of the sum of \$1,436,207.15, balance due the Choctaw Nation under judgment of the Court of Claims of the United States, rendered on the 16th day of December, 1886, for the purpose of settling the individual claims that have been adjudicated by the court of claims of the Choctaw Nation, under acts of the general council approved 1872 and May, 1875.

SEC. 4. *Be it further enacted*, That said commission, for the better convenience of the claimants, shall hold their meetings at the following places, to wit: In the first district at Poteau Station, Sans Bois court ground, and McAlester, 15 business days at each place. In the second district at the circuit court ground at Sulphur Springs, Nashoba County, 20 business days, and at Lukfatah, in Boktuko County, 10 business days. In the third district at the circuit court grounds, in Jackson County, 30 business days, and at Stringtown, in Atoka County, 20 business days, and in order to give every claimant an opportunity to appear before said board the commission shall hold 30 business days at Tushkahomma, which shall be the final meeting of said commission.

SEC. 5. *Be it further enacted*, That the clerk shall keep a fair and correct record of the proceedings of the commission, and the bailiff shall serve all orders and commands of the commission and keep order during business hours, and for that purpose he is hereby authorized to arrest any person for disturbing any person at the place of meeting, attending to business or for any other purpose, and turn such person over to the sheriff of the county where the meeting is held.

SEC. 6. *Be it further enacted*, That said commission shall under no circumstances make allowance to any person whose claim has been rejected by the revisory board held at Atoka in the year 1876, but may, and are hereby required to, examine any new claim that may be presented and, if just, allow the same.

SEC. 7. *Be it further enacted*, That if a vacancy occurs by death or refusal to serve, the vacancy shall be filled by appointment of the principal chief; the principal chief shall set the time for the first meeting of the commission, to be held at Poteau Station, by giving 15 days' notice to the commissioners, and the commissioners shall give 15 days' notice before meeting at each place of meeting after the first meeting.

SEC. 8. *Be it further enacted*, That said commission shall receive for their services herein the sum of \$5 each per day and mileage, 10 cents per mile, actually traveled in going to and from each place of meeting. The clerk and bailiff shall receive the same pay as a commissioner. The chief commissioner shall issue certificate on the national auditor for the pay of the officers of the commission, and the treasurer shall pay the same.

SEC. 9. *Be it further enacted*, That said commission shall procure at the expense of the Choctaw Nation all stationery necessary to run the business of the commission; the chief commissioner shall issue his certificate on the national auditor for the amount necessary to pay for the stationery, and the auditor issue his warrant on the treasurer for the same.

For the guidance of the commission in examining claims and issuing certificates, the principal chief is hereby authorized to immediately procure the roll of the individual claimants that appears of record in the Interior Department at Washington, D. C., at the expense of the Choctaw Nation, payable on the certificate of the principal chief on the national auditor, and he shall issue his warrant on the treasurer for the same. All expenses incurred by the Choctaw Nation on account of the Court of Claims shall be refunded out of the net proceeds money after individual claims are paid.

SEC. 11. *Be it further enacted*, That the national secretary is hereby directed to furnish a certified copy of this act, one to the Commissioner of Indian Affairs, one to the Secretary of the Interior, and one to the United States Indian agent for the Five Civilized Tribes; and all acts coming in conflict with this act are hereby repealed, and this act shall take effect and be in force from and after its passage.

Approved, November 6, 1888.

B. F. SMALLWOOD,
Principal Chief of the Choctaw Nation.

This is to certify that the above and foregoing (pp. Nos. 1-5) is a true and correct copy from the original act now on file in this office.

Witness my hand and the seal of the Choctaw Nation this November 26, 1888.

A. TELLE,
National Secretary Choctaw Nation.

There were former acts of the Choctaw Council on this subject, but this is the important one, as it covers all former acts on the subject.

Mr. POST. I would like to hear that, but I have to go to the House for a vote now.

Mr. HURLEY. But the fact is that this \$417,000 was recovered for them. A court of claims was established to find out who they and their heirs were, and that \$417,000 was paid to the individuals, or their heirs, who received neither land, money, nor scrip under the fourteenth article.

Mr. POST. Paid to them in Mississippi?

Mr. HURLEY. Part of the heirs were at that time living in Mississippi; but the great majority of them were in Indian Territory, in the Choctaw Nation.

Now, I do not know whether you want to go more fully into that same question or not—

Mr. MILLER. I believe, Mr. Hurley, that you are going to insert in the record the act of the Choctaw Legislature creating that claim tribunal. I believe that would be a very material thing to have put in.

Mr. HURLEY. Yes; I have put it in the record.

Mr. MILLER. For the simple reason—this is personal to me—that I have not attended all of these hearings, by reason of duties calling me elsewhere; but when the hearings are completed and the printed record is ready I intend—and I believe the other members of the committee do likewise—to make a careful examination of all the material submitted. For that reason I think it would be very well, as to such a material item as this, to at least call attention to it in the record.

Mr. HURLEY. Yes. Well, Mr. Chairman, I really have been somewhat reluctant to put so many laws in the record as to unnecessarily burden it, but I believe Mr. Miller's statement is correct, and unless we get these laws and citations in the record they will not be read when this matter is finally considered.

Mr. CARTER. Yes; I think an important matter like that ought to go in the record.

Mr. HURLEY. Yes.

Mr. MILLER. I have found before in these cases that they are argued before and after. And I find that in order to get a clear idea of the issues involved in the case it is necessary to have it down in black and white, and have it so that you can arrange your facts pro and con and balance them back and forth: then you can get something of a

clear notion of the situation. I do not believe a man can sit and listen to this for years and ever come to a logical result. I do not mean to say that the hearings are not valuable; they are. But I think the written record is more important than the hearing.

Mr. CARTER. The hearings are valuable in calling attention to the part you want to hear.

Mr. MILLER. Yes; and then you know where to look for it.

Mr. HURLEY. I will submit now the act of Congress of March 3, 1837, which authorized the appointment of a commission to ascertain the names of the persons who had attempted to signify their intention of acquiring rights under the fourteenth article, and all other acts under which those claims were considered and finally adjusted.

(The acts referred to are as follows:)

CHAP. XXXIX. An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of eighteen hundred and thirty with the Choctaw Indians.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there shall be appointed by the President, by and with the advice and consent of the Senate, three commissioners whose duty it shall be to meet in the State of Mississippi at such time and place as the President shall appoint and designate, and there proceed to ascertain the name of very Choctaw Indian who was the head of an Indian family at the date of the treaty at Dancing Rabbit Creek, who has not already obtained a reservation under said treaty, and who can show by satisfactory evidence that he or she complied or offered to comply with all the requisites of the fourteenth article of said treaty to entitle him or her to a reservation under said article; and also the number and names of all the unmarried children of such heads of families who formed a part of the family and were over ten years of age, and likewise the number and names of the children of such heads of families as were under ten years of age, and report to the President, to be by him laid before Congress, all the names of such Indians, and the different sections of land to which such heads of families were respectively entitled, together with the opinions of the commissioners, and whether any part of said lands have been sold by the Government, and the proofs applicable to each case.

SEC. 2. *And be it further enacted,* That before entering upon their duties each of said commissioners shall, before some judge or justice of the peace, take an oath faithfully to discharge the duties imposed by this act.

SEC. 3. *And be it further enacted,* That said commissioners are hereby authorized to appoint a secretary, whose duty it shall be to record correctly all the proceedings of said board and faithfully preserve the same, as well as all depositions and other papers filed before said board, and who shall take an oath to discharge the duties imposed on him by this act.

SEC. 4. *And be it further enacted,* That upon the request of the commissioners it shall be the duty of the district attorney of the State of Mississippi to attend said board and give his assistance in procuring the attendance of witnesses, and his aid and advice in their examination, the better to enable the commissioners to ascertain the facts correctly in each case.

SEC. 5. *And be it further enacted,* That each of said commissioners shall receive, while in the discharge of the duties hereby imposed, a salary at the rate of \$3,000 per annum, the secretary a salary at the rate of \$1,500 per annum, and the district attorney a salary at the rate of \$2,000 per annum, to be paid quarterly out of any money in the Treasury not otherwise appropriated.

SEC. 6. *And be it further enacted,* That said commissioners shall have full power to summon and cause to come before them such witnesses as they may deem necessary, and to have them examined on oath; and if any witness shall testify falsely, with an intention to mislead said commissioners, such witness shall be guilty of willful and corrupt perjury, and shall upon conviction before any jurisdiction having cognizance thereof suffer the punishment by law inflicted on those guilty of that offense.

SEC. 7. *And be it further enacted,* That nothing contained in this act shall be so construed as to sanction what is called contingent locations which have been made by George M. Martin for the benefit of such Indians as were supposed to

have been entitled to other lands which have been sold by the United States, such contingent locations having been made without any legal authority, it being the true intent of this act to reserve to Congress the power of doing that which may appear just when a correct knowledge of all the facts is obtained.

SEC. 2. *And be it further enacted*, That this act shall be in force to the first day of March, eighteen hundred and thirty-eight, next, and no longer.

Approved, March 3, 1837 (5 Stat. L., 180).

CHAP. XIII. An act to amend an act entitled "An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of eighteen hundred and thirty with the Choctaw Indians."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the commissioners provided for in the act hereby amended, or a majority of them, shall have full power and authority to adjourn their sessions to such place or places, within the State of Mississippi, as in their judgment the interest of the Government and of the claimants may require such sessions to be held.

SEC. 2. *And be it further enacted*, That in the case of the death, resignation, or absence of any one of the said commissioners the remaining two commissioners shall have full power and authority to proceed and execute the powers given by this act or the act hereby amended.

SEC. 3. *And be it further enacted*, That the said commissioners shall have all the powers of a court of record for the purpose of compelling the attendance of witnesses, administering oaths, touching matters depending before them, preserving order, and punishing contempts; and shall have power to make all needful rules for the regulation of the proceedings before them, as well as to employ one or more interpreters, and one or more agents to collect testimony for the United States.

SEC. 4. *And be it further enacted*, That for defraying the contingent expenses of the said commission the sum of \$5,000 be, and the same is hereby, appropriated out of any money in the Treasury not otherwise appropriated.

SEC. 5. *And be it further enacted*, That the said act shall be and remain in force until the 1st day of August next.

SEC. 6. *And be it further enacted, by the authority aforesaid*, That the compensation to be made to the district attorney for his services shall be equal to the compensation allowed to a commissioner under the act hereby amended.

SEC. 7. *And be it further enacted*, That nothing contained in this act, or the act which this is intended to amend, shall be so construed as to embrace the claim of any Indian or head of a Choctaw family who has removed west of the Mississippi River.

SEC. 8. *And be it further enacted*, That if it shall be proved to the satisfaction of said commissioners that any claimant has attempted, or shall attempt, to substitute the child of any other Indian as and for his own, or has attempted or shall attempt, by his testimony, to substitute for the child of any other claimant the child of another Indian, the name of such claimant so attempting to make such substitution shall be stricken from the list of claimants.

Approved, February 22, 1838 (5 Stat. L., 211).

CHAP. CLXXXVII. An act to provide for the satisfaction of claims arising under the fourteenth and nineteenth articles of the treaty of Dancing Rabbit Creek, concluded in September, one thousand eight hundred and thirty.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the act approved on the 3d of March, 1837, entitled "An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of 1830, with the Choctaw Indians; and also the act approved on the 22d day of February, 1838, entitled "An act to amend an act entitled 'An act for the appointment of commissioners to adjust the claims to reservations of land under the fourteenth article of the treaty of 1830, with the Choctaw Indians,' so far as the same are not repealed or modified by the provisions of this act," be, and the same are hereby, revived and continued in force until the powers conferred by this act shall be fully executed, subject, nevertheless, to repeal or modification by any act of Congress. And all the powers and duties of the commissioners are hereby extended to claims arising under the nineteenth article of the said treaty, and

under the supplement to the said treaty, to be examined in the same manner and with the same effect as in cases arising under the fourteenth article of the said treaty: *Provided*, That the salary of said commissioners shall not exceed the rate of \$2,500 per annum.

Sec. 2. *And be it further enacted*, That subpoenas for the attendance of witnesses before the said commissioners, and process to compel such attendance may be issued by the said commissioners, or any two of them, under their seals in the same manner and with the same effect as if issued by courts of record, and may be executed by the marshal of any district, or by any sheriff, deputy sheriff, or other peace officer designated by the said commissioners, who shall receive for such services the same fees as are allowed in the district court of the United States for the district in which the same shall be rendered for similar services, to be paid, on the certificate of the commissioners, out of the contingent fund appropriated by the fourth section of the act secondly above recited, which was approved on the 22d day of February, 1838, and which is revived by this act: *Provided*, That nothing herein contained shall be construed to revive such portion of the act approved the 3d day of March, 1837, referred to in the first section of this act, as provides for the employment and pay of the district attorney of either of the districts of the State of Mississippi.

Sec. 3. *And be it further enacted*, That when the said commissioners shall have ascertained that any Choctaw has complied or offered to comply with all the requisites of the fourteenth article of the said treaty to entitle him to any reservation under that article, which requisites are as follows, to wit: That said Choctaw Indian did signify his or her intention to the agent in person, or by some person duly authorized and especially directed by said Indian to signify the intention of said Indian to become a citizen of the State, within six months from the date of the ratification of the said treaty, and had his or her name, within the time of six months aforesaid, enrolled on the register of the Indian agent aforesaid for that purpose; or shall prove to the entire satisfaction of the said commissioners and to the Secretary of War that he or she did signify his or her intention, within the term of six months from the date of the ratification of the treaty aforesaid, if his or her name was not enrolled in the register of the agent aforesaid, but was omitted by said agent; and, secondly, that said Indian did, at the date of making said treaty, to wit, on the 27th day of September, 1830, have and own an improvement in the then Choctaw country; and that having and owning an improvement at the place and time aforesaid did reside upon that identical improvement, or a part of it, for the term of five years continuously next after the ratification of said treaty, to wit, from the 24th day of February, 1831, to the 24th day of February, 1836, unless it shall be made to appear that such improvement was, before the 24th day of February, 1836, disposed of by the United States, and that the reservee was dispossessed by means of such disposition; and, thirdly, that it shall be made to appear to the entire satisfaction of said commissioners and to the Secretary of War that said Indian did not receive any other grant of land under the provisions of any other article of said treaty; and, fourthly, that it shall be made to appear in like manner that said Indian did not remove to the Choctaw country west of the Mississippi River, but he or she had continued to reside within the limits of the country ceded by the Choctaw Indians to the United States by said treaty of 27th September, in the year 1830, it shall be the duty of said commissioners, if all and each of the above requisites shall be made clearly to appear to their satisfaction, and the Secretary of War shall concur therein, to proceed to ascertain the quantity of land to which said Indian, by virtue of the fourteenth article of said treaty, is entitled to, which, when ascertained, shall be located for said Indian, according to sectional lines, so as to embrace the improvement, or a part of it, owned by said Indian at the date of said treaty; and it shall be the duty of the President of the United States to issue a patent to said Indian for said land if he or she be living, and if not, to his or her heirs and legal representatives; and in like manner shall the commissioners aforesaid ascertain the quantity of land granted by said article to each child of said Indian, according to the limitations contained in said article, and locate said quantity for said children contiguous to and adjoining the improvement of the parent of such child or children; and the President shall issue a patent for each tract of land thus located to said Indian child if living, and if not, to the heirs and legal representatives of such Indian child. But if the United States shall have disposed of any tract of land to which any Indian was entitled under the provisions of said fourteenth article of said treaty, so that it is now impossible to give said Indian the quantity to which he is entitled

including his improvements, as aforesaid, or any part of it, or to his children on the adjoining lands, the said commissioners shall thereupon estimate the quantity to which each Indian is entitled and allow him or her for the same a quantity of land equal to that allowed, to be taken out of any of the public lands in the States of Mississippi, Louisiana, Alabama, and Arkansas, subject to entry at private sale; and certificates to that effect shall be delivered, under the direction of the Secretary of War, through such agent as he may select, not more than one-half of which shall be delivered to said Indian until after his removal to the Choctaw territory west of the Mississippi River. The said commissioners shall also ascertain the Choctaws, if any, who relinquished or offered to relinquish any reservations to which he was entitled under the nineteenth article of the said treaty, or whose reservations under that article had been sold by the United States; and shall also determine the quantity to which such claimant was entitled, and the quantity of land which should be allowed him on extinguishment of such claim at the rate of two-fifths of an acre for every acre of the land to which said claimant was entitled, said land having been estimated under this article at 50 cents per acre: *Provided, nevertheless*, That no claim shall be considered or allowed by said commissioners for or in the name or behalf of any Indian claimant whose name does not appear upon the lists or registers of claimants made by Maj. Armstrong, special agent for that purpose, in conjunction with the three chiefs of the three Choctaw districts, and returned to the Department of War in January, 1832, and who does not appear from those registers to be entitled to a reservation under said nineteenth article.

SEC. 4. *And be it further enacted*, That the said commissioners, within two years from the time of their entering upon the duties of their offices, and as often as shall be required by the President of the United States, shall report to him their proceedings in the premises, with a full and perfect list of names of all the Choctaws whom they shall have determined to be entitled to reservations under this act; the quantity of land to which each shall be so entitled, the number of claims which can be located according to the provisions of the fourth section of this act, and such as can not be located according to the provisions of the fourth section of this act; and the powers and duties of the said commissioners shall cease at the expiration of two years from the time of the first organization of the board; and their proceedings may be terminated by the President at any time previous to the expiration of the said two years.

SEC. 5. *And be it further enacted*, That the commissioners to be appointed under this act shall also ascertain and determine the quantity of land to which any Choctaw or other person named in the supplement to the said treaty of Dancing Rabbit Creek was entitled by virtue thereof, and which such person has by any means been prevented from receiving.

SEC. 6. *And be it further enacted*, That if the President of the United States shall approve and confirm the determination of the commissioners heretofore appointed to investigate the claims existing under the fourteenth article of the said treaty of Dancing Rabbit Creek, in any case, he shall cause to be delivered to the claimant, if he be a Choctaw Indian, his legal representatives or heirs, certificates, as provided by the fourth section of this act, for the quantity of land to which such claimant shall appear, by such determination, to have been entitled, in full satisfaction and discharge of such claim: *Provided*, Such determination was made by adhering, in every instance, to the requisites contained in the fourth section of this act: *And provided, also*, That said claims, nor either of them, can not now be located, according to the provisions of the fourth section of this act.

SEC. 7. *And be it further enacted*, That distinct accounts shall be kept of the certificates issued in satisfaction of the claims provided for by this act, and of all expenses attending the execution of the same; and the amount thereof shall be retained and withheld from any distribution to the States.

SEC. 8. *And be it further enacted*, That nothing in this act contained shall be so construed as to authorize the said commissioners to adjudicate any claim which may be presented by a white man who may have had, or now has, an Indian wife or family; and any patent to land which shall issue on any Indian claim under the provisions of the treaty aforesaid shall be issued to the Indian to whom the claim is allowed if living, and, if dead, to his or her heirs and legal representatives, any act of Congress or usage or custom to the contrary notwithstanding.

SEC. 9. *And be it further enacted*, That no claim shall be allowed under the fourteenth article of said treaty if the said commissioners shall be satisfied by

such proof as they may prescribe that said claim had been, previous to the expiration of five years from the ratification of said treaty, assigned, either in whole or in part; and in case of a partial assignment or agreement for an assignment thereof the same shall be allowed so far only as the original Indian claimant was at that date the bona fide proprietor thereof.

SEC. 10. *And be it further enacted*, That all claims under either of the articles of said treaty mentioned above, or the supplemental articles thereof, which shall not be duly presented to said commissioners for allowance within one year after the final passage of this act shall be thereafter forever barred.

Approved, August 23, 1842 (5 Stat. L., 513).

Act of Congress approved March 3, 1845 (5 Stat. L., 777).

That of the scrip which has been awarded or which shall be awarded to Choctaw Indians under the provisions of the law of 23d August, 1842, that portion thereof not deliverable East by the third section of said law in these words, "not more than one-half of which shall be delivered to said Indian until after his removal to the Choctaw territory, west of the Mississippi River," shall not be issued or delivered in the West, but the amounts awarded for land on which they resided, but which it is impossible for the United States now to give them, shall carry an interest of 5 per cent, which the United States will pay annually to the reserves under the treaty of 1830, respectively, or to their heirs and legal representatives forever, estimating the land to which they may be entitled at \$1.25 per acre: *Provided further*, That so much of the law of 23d August, 1842, as is inconsistent herewith is hereby repealed.

Act of Congress approved July 21, 1852 (10 Stat. L., 19).

For the interest on the amount awarded Choctaw claimants under the fourteenth article of the treaty of Dancing Rabbit Creek, of 27th September, 1830, for lands on which they resided, but which it is impossible to give them, and in lieu of the scrip that has been awarded under the act of 23d of August, 1842, not deliverable east by the third section of said law, per act of 3d of March, 1845, for the half year ending 30th of June, 1852, \$21,800: *Provided*, That after the 30th day of June, 1852, all payments of interest on said awards shall cease, and that the Secretary of the Interior be, and he is hereby, directed to pay said claimants the amount of principal awarded in each case, respectively, and that the amount necessary for this purpose be, and the same is hereby, appropriated, not exceeding \$872,000: *Provided further*, That the final payment and satisfaction of said awards shall be first ratified and approved as a final release of all claims of such parties under the fourteenth article of said treaty, by the proper national authority of the Choctaws, in such form as shall be prescribed by the Secretary of the Interior.

Act of Congress approved August 30, 1852 (10 Stat. L., 42).

That the Secretary of the Interior be, and he hereby is, authorized to examine the reservation claims of the Choctaws known as Bay Indians and of those Choctaws in whose cases the scrip awarded by the late board of commissioners has not been issued; and where he shall find that such Indians are clearly entitled to land under the fourteenth article of the treaty of 1830, and under the several acts heretofore passed in relation to such claims, he is hereby authorized to extend to such claimants the provisions applicable to such claims in the acts of 23d August, 1842, and of 3d March, 1845.

Act of Congress approved March 3, 1853 (10 Stat. L., 227).

That the authority of the Secretary of the Interior to examine the claims of Choctaws to reservations of land under the treaty of 1830 shall extend to all cases recommended by either of the boards of commissioners appointed to examine said claims, and his awards in scrip shall be received by them in full satisfaction of their claims against the Government arising under said treaty, and the scrip thus awarded shall be received as other warrants in payment for any public lands subject to sale at private entry.

Mr. HURLEY (continuing). I will now submit the act of the Choctaw Council, approved October 1, 1859, providing for the appointment of a commission to determine those entitled to a portion of

money awarded by the Senate in the net-proceeds claim. The claim was not paid under the award of the Senate but was paid more than 20 years later under a decision of the Supreme Court. Consequently the individual claims were not paid to the individual claimants under this act of the council. They were paid under the findings of the Court of Claims or commission created by act of the Choctaw Council of November 6, 1888, which has heretofore been placed in this record. I am submitting this act of the council only for the information it contains as to the nature of the net-proceeds recovery:

An act entitled "An act defining the duties and powers of the commissioners, the jurisdiction of the court of claims, fixing their pay, and for other purposes."

SECTION 1. *Be it enacted by the General Council of the Choctaw Nation.* That whereas the Senate of the United States has awarded to the Choctaws the net proceeds of the land ceded by them to the United States by the treaty of Dancing Rabbit Creek, September, A. D. 1830, deducting therefrom the proper expenditures for surveying, selling, etc.

SEC. 2. *Be it further enacted,* That whereas the Choctaws, by the twelfth article of the treaty of June 22, 1855, accepted the same in full satisfaction of national and individual claims, thereby becoming liable and assuming the payment of individual claimants.

SEC. 3. *Be it further enacted,* That the three commissioners now appointed under section 6 of the constitution and two others to be appointed by the governor, who, after being commissioned and qualified according to law, shall be, and the same are hereby, constituted a court of claims, who, before entering upon the duties of their office, shall take the oath of office prescribed in the constitution, which oath may be administered by the governor or judge of any court of record.

SEC. 4. *Be it further enacted,* That the court of claims shall have jurisdiction over all claims for self-emigration, all claims under the fourteenth and nineteenth articles of the treaty of September, 1830, and also claimants under the supplement, claims for lost property in emigrating to this nation during the years 1831, 1832, and 1833, and for property scheduled to the General Government agents.

SEC. 5. *Be it further enacted,* That all claims against the nation shall be brought within 18 months from and after the passage of this act, and not thereafter. Claimants shall have the right to appear before said court of claims in proper person or by attorney: *Provided,* That none shall be attorneys except those legally qualified to practice before the courts of this nation, being citizens thereof.

SEC. 6. *Be it further enacted,* That said court of claims shall, as well as claimants, have the power to summon any person or persons as witnesses on the part of the nation, and in case the personal attendance of the summoned can not be had depositions may be taken by either party before any judge or other officer legally qualified to administer an oath, sufficient notice being given to the adverse party of the time and place of taking the same.

SEC. 7. *Be it further enacted,* That the court of claims shall choose from among themselves the presiding commissioner, who shall be styled the chief commissioner, and enter the same on the minutes of the court, and said chief commissioner shall have power to sign the minutes and certify any matter of fact of record in said court.

SEC. 8. *Be it further enacted,* That the court of claims shall have power to appoint a clerk, by and with the advice of the governor, to hold his office as long as business may require, but may be removed for any good and sufficient cause from office. Said clerk shall take the oath of office prescribed in the constitution before any judge of a court of record, and shall be allowed for his services \$3 per day, payable quarterly out of the National Treasury by certified certificate from under the hand and seal of the chief commissioner of the court.

SEC. 9. *Be it further enacted,* That for preventing errors in entering upon the judgment or orders of said court the minutes of the proceedings every day shall be drawn up by the clerk before the next day's sitting of the court, when the same shall be read in open court and such corrections as may be necessary made and then signed by the chief commissioner of the court, and carefully preserved in a well-bound book to be kept for the purpose, if necessary, of

making a pro rata payment on adjudicated claims of judgment rendered, and the last day of each sitting of such court the proceedings of the day shall be drawn up, read, corrected, and signed on the same day as aforesaid.

SEC. 10. *Be it further enacted*, That the commissioners shall for their services receive \$3 for every day they shall be actually engaged in the discharge of their duties as commissioners, payable quarterly out of any funds in the National Treasury not otherwise appropriated—a certificate, under the hand and seal of the chief commissioner, of the number of days and the amount shall be presented to the auditor, who shall issue his warrant on the National Treasurer for the same.

And be it further enacted, That the witness or witnesses appearing in behalf of the nation in the court of claims will be allowed 2 cents per mile and 50 cents per day in attending the above said court, out of any money in the Treasury not otherwise appropriated, on the order or certificate of the chief commissioner, to the national auditor for the same.

SEC. 11. *Be it further enacted*, That in case any vacancy shall occur in the court of claims, either by death, resignation, or removal from office, the governor shall have power to fill such vacancy by appointment.

SEC. 12. *Be it further enacted*, That in case of necessity the court shall have power to appoint a bailiff who shall execute all orders of said court and for his services shall receive the same as that of constable for like services.

SEC. 13. *Be it further enacted*, That the said court shall hold its session at the following places, to wit: Skullyville, one month, commencing first Monday in January, 1860; John Riddle's, two weeks, commencing first Monday in February, 1860; Boggy Depot, commencing third Monday in February, to hold two weeks; Mayhew, three weeks, commencing first Monday in March, 1860; Jno. Caffrey's, three weeks, commencing fourth Monday in March, 1860; Doaksville, one month, commencing third Monday in April, 1860; Lukfatah, one month, commencing third Monday in May, 1860; Jesse McKimney's, two weeks, commencing third Monday in June, 1860.

Be it further enacted, That in case the said court of claims shall not complete the adjudication of claims enrolled within specified times then additional terms shall be held by said court; times and place to be fixed by said court for final and entire adjudication.

Approved, October 21, 1859.

Now, Mr. Chairman, I will be glad to have any questions in regard to the statement that I have made as to who were the real beneficiaries under the recovery that was made against the United States in the so-called Net Proceeds case.

I now ask to be inserted in the record a statement of the account with the Choctaw made by the Secretary of the Interior, in conformity with the resolution and decision of the Senate of the United States of March 9, 1859. This is the statement which was afterwards approved by the decision of the Supreme Court of the United States.

(The statement referred to is as follows:)

Statement of account with the Choctaw Indians, in conformity with the resolutions and decision of the Senate of the United States of March 9, 1859.

	Acres.
Total area of lands ceded by the Choctaws by the treaty of 27th September, 1830-----	10, 423, 139. 69
Area of reservations "allowed and secured" which are to be deducted and excluded from computation in the account-----	334, 101. 02
Leaving-----	10, 089, 038. 67
Quantity sold up to January 1, 1859-----	5, 912, 664. 63
Residue of said lands-----	4, 176, 374. 04

Of this residue, 2,292,766 acres have been disposed of under the swamp-land act and grants for railroads and school purposes up to January 1, 1859.

The proceeds of the sales of the lands sold up to January 1, 1859, viz, 5,912,664.63 acres, amounted to-----	\$7, 556, 578. 05
The residue of said lands, viz, 4,176,374.04 acres, at 12½ cents per acre, amounted to-----	522, 046. 75

8, 078, 614. 80

From which sum the following deductions are to be made:

First. The cost of the survey and sale of the lands, viz, 10,423,139.69 acres, at 10 cents per acre----- \$1, 042, 313. 96

Second. Payments and expenditures under the treaty, which are as follows:

Fifteenth article:

Salaries of chiefs for 20 years----	\$12, 921. 25	
Pay to speaker of three districts for four years-----	354. 66	
Pay of secretary for same period-----	550. 00	
Outfit and swords to captains, 99 in number-----	4, 930. 56	
Pay to the same, at \$50 per year, for four years-----	19, 604. 65	
		38, 361. 12

Sixteenth article:

Removal and subsistence, per statement of second auditor----	813, 927. 07	
On same account, per additional statement made in this office for expenditures from 1838 to date-----	401, 556. 17	
Amount paid for cattle-----	14, 283. 28	
		1, 229, 766. 52

Seventeenth article:

Annuity for 20 years-----	400, 000. 00
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Nineteenth article:

50 cents per acre for reservations relinquished-----	\$24, 840. 00	
Amount to orphan reservations--	120, 826. 76	
		145, 666. 76

Twentieth article:

Education of 40 youths for 20 years-----	217, 260. 73	
Council house, house for each chief, and church for each district-----	9, 446. 75	
\$2,500 annually for the support of 3 teachers for 20 years----	50, 000. 00	
Three blacksmiths for 16 years--	38, 988. 86	
Millwright for 5 years-----	3, 050. 00	
2,100 blankets-----	7, 496. 70	
Rifles, molds, etc., to each emigrating warrior-----	43, 969. 31	
1,000 axes, plows, hoes, wheels, and cards-----	11, 490. 20	
400 looms-----	7, 193. 53	
1 ton iron, and 2 hundredweight of steel, annuity to each district for 16 years-----	8, 051. 15	
		396, 947. 23

Twenty-first article:

Annuity to Wayne warriors-----	1, 818. 76	
3d. Scrip allowed in lieu of reservations, viz, 1,399,920 acres, at \$1.25 per acre-----	1, 749, 900. 00	✓
Payments made to meet the contingent expenses of the commissioners appointed to adjust claims under the fourteenth article of the Choctaw treaty of Sept. 27, 1830---	51, 320. 79	

Twenty-first article—Continued.

For various expenses growing out of the location and sale of Choctaw reservations, and perfecting titles to the same, including contingent expenses, such as pay of witnesses, interpreters, etc., incurred in executing the act of Mar. 3, 1837, and subsequent acts relative to adjusting claims under the fourth article of the treaty of 1830-----

\$21, 408. 36

For payments made for Choctaw account, being for expenses incurred in locating reservations under the treaty with said tribe of Sept. 27, 1830-----

19, 864. 00

Total amount of charges----- 5, 097, 367. 50

When deducted from the proceeds of the land sold, and the

“residue of said lands,” at $12\frac{1}{2}$ cents per acre----- \$5, 097, 367. 50

Leaves a balance due to Choctaws of----- 2, 981, 247. 30

Office of Indian Affairs, March 22, 1860.

Mr. MILLER. Have you a statement showing who the beneficiaries were under the distribution by the Choctaw Nation of the net proceeds recovered?

Mr. HURLEY. Yes, sir—oh, do you mean the statement showing to whom it was paid?

Mr. MILLER. Yes; something like that.

Mr. HURLEY. It was impossible—or I will not say impossible, but impracticable—for me to make an entire list of claimants; but I brought before the committee for examination a record of the claims that were submitted by individuals, and a few of the cases——

Mr. MILLER (interposing). Is that the record that was kept by the board?

Mr. HURLEY. By the court of claims.

Mr. MILLER. By the court of claims? You mean the court of claims appointed by the Choctaw Council?

Mr. HURLEY. Yes; appointed by the Choctaw Council. And I brought a few of the jackets containing the petitions of the individual claimants, stating who they claimed through and the number of heirs now living and the amount of the claim. The decisions are contained in the jackets also, showing the award, the grounds upon which they were made, and to whom it should be paid; and I have the docket here [indicating] showing the time and place of the hearing on those claims, and with marks showing the ones that were granted and those rejected. All these things show conclusively that full and final consideration was given to every individual claim to participate in the net-proceeds judgment.

The claimants in those cases appeared both in person and by attorneys; and the warrants were finally issued to the person whose claim was established or to some person appearing for him or her who had obtained from the original claimant, or the heirs of the original claimant, a power of attorney to represent him.

Mr. HARRISON. Mr. Hurley, you speak now of the part of the scrip that was converted into money, do you not?

Mr. HURLEY. No, sir; I have left that subject, on account of a question asked me by Mr. Miller, and I am now discussing the net-proceeds case.

I would like to distinguish in the minds of the members of the committee the difference between the \$872,000 scrip payment and the payment under the net-proceeds recovery. They were entirely different transactions.

The \$872,000 payment was the money that was derived through the capitalization of the one-half of the scrip given to fourteenth-article claimants, in 1842, in lieu of land which they should have received under that article, which money was paid to them after their removal to the Choctaw Nation. The muster rolls show that prior to 1855, 3,400 of those scrip claimants did emigrate to the Choctaw Nation and did receive pay there. The rolls showing the payment, with the name of each claimant, the amount received, and the name of a witness or witnesses to each signature, appear in longhand in the office of the Commissioner of Indian Affairs in this city. They are too voluminous to bring up here; and I think it unnecessary to go to the expense of making a copy of the entire matter for this record, because it would really be too voluminous to go into the record; but the records are there, and they may be examined by those interested.

Mr. Post. Why were not the Indians given all the scrip at one time?

Mr. HURLEY. The acts of Congress, which I inserted in the record, Mr. Post, during your absence, showed that this condition existed:

When the United States Government found that all of the Indians who had attempted to signify their intention to receive benefits under the fourteenth article had not been given the opportunity to reserve their rights, the United States then thought of giving them their land; but it found that the land had been taken up by other settlers, and conditions were such that the Government could not then give them the land to which they were entitled. It was then agreed that the United States would issue to each one of those claimants scrip that would entitle them to take up land on the public domain. One-half of that scrip was issued to those claimants in Mississippi. There was not enough in the public domain there for them to take up—

Mr. Post (interposing). Well, the scrip provided that they should make entries in any one of four States, did it not?

Mr. HURLEY. Yes. Arkansas—

Mr. Post (interposing). Arkansas, Alabama, Louisiana, and Mississippi. ✓

Mr. HURLEY. Yes. But right in Mississippi, where the Indians were, they had not this public land to take up. As a consequence the Indians disposed of that scrip improvidently.

Mr. Post. Well, the point that I asked you was, Why was not the scrip delivered to them at one time? Why was half of it withheld?

Mr. HURLEY. Well, half of it was withheld until the Indians should remove west of the Mississippi River. In other words, the policy of the Government was to effectuate a removal of the Choctaws out of Mississippi; and they were to issue the other half of the scrip as soon as the Choctaws removed to a State west of the Mississippi River and had taken up land with the first half on the public domain. But the Indians—

Mr. Post (interposing). But suppose a Mississippi Choctaw concluded that he would locate on public lands in Louisiana or Alabama

or Mississippi; what provision was made for delivering the other half of the scrip?

Mr. HURLEY. Well, as a matter of fact, I do not know that a case of that kind has arisen, and I have read in American state papers a number of the controversies growing out of the issuance of that scrip and that question did not arise. But the pay for the second half of the scrip was not issued until the claimants went to Indian Territory. That was a condition precedent to their receiving the money for the second half of the scrip.

Mr. POST. Was there a provision in the act of Congress authorizing the issuance of this scrip to the effect that one-half of it was not to be delivered until they removed west of the Mississippi River?

Mr. HURLEY. Yes, sir. I am reading now from the act of March 3, 1845, Fifth Statutes, 777:

That of the scrip which has been awarded or which shall be awarded to the Choctaw Indians under the provisions of the law of the 23d of August, 1842, that portion thereof not deliverable east by the third section of said law, in these words, "Not more than one-half of which shall be delivered to said Indian until after his removal to the Choctaw territory west of the Mississippi River," shall not be issued or delivered in the west, but the amounts awarded for land on which they resided, which it is impossible for the United States now to give them, shall carry an interest of 5 per cent, which the United States will pay annually to the reservees under the treaty of 1830, respectively, or their heirs and legal representatives, forever, estimating the land to which they may be entitled at \$1.25 per acre.

Then there is a proviso. Does that cover your point?

Mr. POST. Yes; that covers my point.

Mr. RICHARDSON. Well, is it not a fact that the scrip which was delivered in Mississippi went to the attorneys, who had contracts for one-half of what these Indians received?

Mr. HURLEY. It was ever so in Mississippi, Mr. Richardson; the Indians got very little, if any, of the scrip. It was taken from them by their "friends." Much has been said about the manner in which the Indians have been treated in Oklahoma, but the Indians in Oklahoma have their rights of citizenship in that State and are allowed to exercise those rights. Their children have a right to attend the schools with white children, and they do attend those schools. They have their property and are guarded in their property rights by both the Federal and State governments. Many of them are professional men—bankers and business men; some of them are State and Federal officials. They are good citizens and have the respect and esteem of the white citizens of our State. A man from Mississippi would not have much to say about the treatment that the Oklahoma Indians have received if he would consider the history of the treatment of the Mississippi Choctaws by the people of Mississippi. The fact is that the Choctaw Indians in 1820 owned 14,000,000 acres of land in the State of Mississippi; the remnants of the tribe in that State to-day do not own an acre of that land. It is true 4,000,000 acres of the tract was traded for the land in the West and that the Choctaws west recovered for a portion of what remained, but a great portion was reserved for the Indians who remained in Mississippi.

The Indians who remained in Mississippi were then of a resolute, independent character. They are now a downtrodden people, bereft of the spirit of self-reliance and self-respect, their children compelled to attend school with the negroes if they go to school at all. They

have been deprived of their lands and driven from their homes by the people of Mississippi; and in all this the people in Mississippi were aided and abetted by the United States Government. The Mississippi Choctaws have been reduced to a state that is almost peonage; their intelligence seems to have been entirely dethroned by the conditions under which they have been compelled to live for almost a century. They are now a stolid people, who gaze at the ground with the emptiness of age in their faces. That is what these "friends" of the Mississippi Choctaws have done for the Choctaws in Mississippi. These are the "friends" who are appearing here and asking you to send the money belonging to the Oklahoma Choctaws to Mississippi for the Mississippi Choctaws. For whom do they want this money? For the man to whom they have denied in practice the right of citizenship which they gave him under the laws; for the man to whose children they have denied the right to attend the public schools unless they go with the negro.

What do they ask us to do now? They ask us to send to Mississippi the funds that belong to the Oklahoma Choctaws and Chickasaws by every legal and moral right. They say that the Mississippi Choctaws are in justice entitled to this money. This is a late day for them to talk of justice to the Mississippi Choctaws. I suppose the Texas-Oklahoma Investment Co. was organized for the purpose of doing "justice" to the Mississippi Choctaws.

If the United States Government and the people of Mississippi had dealt justly with the Mississippi Choctaws and had accorded them their legal rights, the Mississippi Choctaws would now have far more than any Choctaw or Chickasaw in Oklahoma.

It was ever so, Mr. Richardson. The Mississippi Choctaws have never been allowed to get any of the rights that were given them under the treaty of 1830 except those that were given to them by the Choctaw Nation. The United States Government and the people among whom they lived in Mississippi have not dealt justly with them, and if the Mississippi Choctaws have any claim now, it is against the Government of the United States and not against the Choctaw Nation.

We will never consent to send money belonging to the Oklahoma Choctaws to Mississippi to be handled by these "friends" of the Mississippi Choctaws.

MR. RICHARDSON. Well, is it not a fact that the provisions of the bill which was introduced for the relief of the full-blood Choctaws placed their funds, which were proposed to be given them for lands which were to be bought from them exclusively, under the supervision of the Secretary of the Interior?

MR. HURLEY. Mr. Chairman, the very acts which I have read into the record provided that this scrip, which was really the money that was due them for the land that they had not received, should be given to the Indians, and it was given the Indians, and it was taken from them by the people of Mississippi.

MR. RICHARDSON. Was any of that money given to the Indians living in Mississippi?

MR. HURLEY. The first half of the scrip was issued to them there.

MR. RICHARDSON. Yes; but after that, which the record shows was in fact given these attorneys, was it not a fact that they refused to

give them anything more until they removed, and those who did not remove did not get anything?

Mr. HURLEY. Now, I will be specific in answer to your question, Mr. Richardson. The records relative to those payments to which you refer are easy of access, and they are found in the office of the Commissioner of Indian Affairs and the Auditor for the Interior Department, and show that the sum of \$872,000 was delivered by the Government to Philip H. Raiford, Indian agent, under date of September 11, 1852.

Agent Raiford, in the month of November, 1852, turned the money over to Indian Agent John Drennon, and in the same month Indian Agent Drennon turned the money over, on the requisition of William Wilson, Indian agent, who paid out the greater part of the same to persons entitled thereto under the award made by the commission appointed under the act of 1852.

Mr. Wilson's accounts are a matter of record in the auditor's office, and show that prior to June 4, 1853, he paid out of this money to individual claimants, under article 14, \$686,300 principal and \$36,530.63 interest. The money was paid to 2,983 claimants, whose names appear on the Wilson pay roll.

Agent Wilson turned over the balance of the money in his hands to Douglas H. Cooper, agent of the Choctaws, in June, 1853, and Cooper's account, on file in the same place, shows that to August, 1854, he had paid out \$59,533.94 of this money to 300 individual claimants. The account of Cooper for the last two quarters of 1854 and the first quarter of 1855 can not be found. That is, I have not been able to find them in a search of the records of the Indian Office, although there are other papers there that show that the money was really paid in the same manner as were the first payments to which I have referred; and, of course, there is only a minor part of the money left at this time.

Mr. RICHARDSON. Well, Mr. Hurley, is it not a fact that these persons disbursing this fund, and particularly Mr. Cooper, in their report to the Commissioner of Indian Affairs stated that it was their understanding and their attitude that they were not to pay this money to any persons except those in Oklahoma or in the Choctaw Nation; and they asked instructions in regard to whether they should pay to any person who came from Mississippi to the Choctaw Nation to receive his payment, with the intention of returning to Mississippi, and they were advised that they should not make any payments to any persons except those who remained in the Choctaw Nation, and that the people in Mississippi did not get any money, and that these figures leave unaccounted for over 1,200 of those claimants who lived in Mississippi?

Mr. HURLEY. I beg your pardon; it does not leave them unaccounted for. Of course, the records, on account of the outbreak of the Civil War at that time, were incomplete, but it could not leave unaccounted for 1,200 persons. Agent Wilson had paid up to 2,900 of them, in round numbers——

Mr. RICHARDSON (interposing). Two thousand two hundred, or was it 2,900?

Mr. HURLEY. I said in round numbers, 2,900; to be exact, it was 2,983. That is the number Agent Wilson paid. Now, there were

other payments after that, and it left but a small amount of the money, probably \$75,000, that I am unable to account for.

And \$75,000 would not cover any 1,200 claimants, when the \$872,000 was only to cover 3,885 claimants. So you see there might have been about 150 or 200 claimants that I have not accounted for; but if we could get the entire records that far back we could account for every one of them, because that money was paid out.

Mr. Post. Mr. Hurley, in the case of the Choctaw Nation *v.* The United States they were charged up with this \$872,000, were they not?

Mr. HURLEY. That is a point I have not yet covered fully.

Mr. Post. But the point I want to make is that if they charged up the entire sum it must have been distributed.

Mr. HURLEY. Yes; they were charged up with it. The fact is that all the arguments that have been made before this committee up to this time—by Mr. Harrison on the floor of the House and by others—have been to the effect that the Choctaw Nation received \$8,078,614.80 for damages done the Mississippi Choctaws.

Now, that is just about as unfair a statement as a man can make as to the results of that litigation. The fact is that after an appraisalment the United States Government found that the net proceeds of all the property which the Choctaws had owned in Mississippi amounted to \$8,078,614.80.

Then the United States Government made charges against the Choctaws in the amount of \$5,097,367.50 and deducted that from the amount due.

Our friends say that we got that money for damages done Mississippi Choctaws, and especially the fourteenth article claimants.

Mr. CARTER. What was the balance there—the net judgment?

Mr. HURLEY. The balance which the Choctaw Nation finally recovered was \$2,981,247.30. I have put this entire statement in the record before. The fact is that in place of recovering for damages done the Mississippi Choctaws and fourteenth article claimants, whose cases are being presented here, the Choctaw Nation was charged up with every dollar that these people received in scrip, money, and land.

Mr. CARTER. That they had received?

Mr. HURLEY. That they received. Here it is [reading]: "Third. Scrip allowed in lieu of reservations, 1,399,920 acres, at \$1.25 per acre, amounting to \$1,749,900"—that the Choctaws were charged with because of the fact that it had been given to Mississippi Choctaws as their distributive share of the Choctaw estate under the fourteenth article.

Mr. CARTER. How had it been given to them, Mr. Hurley? Is that the scrip?

Mr. HURLEY. That is the scrip and the money in lieu of scrip that I speak of.

Mr. Post. That is the scrip. Mr. Hurley, it seems to me that there was some discrepancy there.

Mr. HURLEY. There was a recovery by the Choctaw Nation of \$417,000 for Choctaws who claimed under the fourteenth article. This was in the Net Proceeds case.

Mr. Post. How do you account for that?

Mr. HURLEY. Well, as I stated to the committee before, under the act of 1842, under which act this roll of scrippees who had at-

tempted to signify their intention to remain in Mississippi was made up, there was a provision inserted that the claimant must show, in addition to the fact that he had attempted to reserve his right under the fourteenth article, that he was also the owner of improvements in 1830 and had resided upon the improved land for a period of five years. That requirement was not made by the treaty of 1830, and the requirement excluded from identification 292 heads of families, and those persons did not get scrip or money or land under the fourteenth article, although they were fourteenth-article claimants, and the Choctaw Nation recovered from the United States \$417,000 to cover the amount of land or scrip or money those people should have received, and the Choctaw Nation thereupon established a Court of Claims, sought out the descendants of those 292 heads of families, and paid to each individual the amount that they were entitled to of that \$417,000.

Now, how can anyone justly make a claim against the Choctaw Nation when, as a matter of fact, the nation was charged up with instead of having gotten it—I can not understand the workings of a man's mind who can take the decision and read it and arrive at the conclusion that it was an asset for the Choctaw Nation in place of a charge against them.

Mr. Harrison in his statement goes a little further than saying it is an asset.

Mr. Post. What truth is there in the statement that that \$417,000 was paid to the descendants of the 292 heads of families?

Mr. HURLEY. I do not know whether you were in here, Mr. Post, when I said it would be impracticable to bring the entire record here.

Mr. Post. I understand. Do the records show that?

Mr. HURLEY. The records show that. And I have brought one of the documents here showing the appearance of the claimants, showing that each of them had their attorneys and proceeded in the regular way, showing the petition which they filed, the finding which the court made adjudging to each one his proportionate share, finally the vouchers are on file showing that the amount due to each individual was paid to that individual or to an attorney holding the power of attorney from him.

To get back to Mr. Harrison's statement in regard to this \$8,000,000, he says:

The Choctaw tribe in Indian Territory sued for \$8,000,000 because of Wards' actions and because of the actions of other agents of the Federal Government in not enrolling the people in Mississippi and for defrauding them out of scrip and land.

And do you know, after taking volumes of testimony and listening to exhaustive legal arguments, that the United States Supreme Court awarded a judgment to the Choctaw Tribe living in Indian Territory for approximately \$8,000,000? This judgment was paid to the Choctaw Nation in the West by the United States Government, and the amount of the judgment, less the cost of the suit, went into the funds of the Choctaw Tribe. It is now a part of the funds of that tribe.

That is the statement made by Mr. Harrison, in the face of the statement submitted to the United States Senate by the Department of the Interior; in the face of the finding of the Court of Claims; in the face of the decision of the Supreme Court of the United States which shows that there was not a dollar of that recovered for damage

done to any fourteenth-article Choctaws in Mississippi, except those 292 heads of families who received neither land, money, nor scrip, and the records of the Indian Office show conclusively that every one of those people got the amount of that which they were entitled to. And the \$1,749,900 which was paid to the other fourteenth-article claimants was charged up to the Choctaw Nation West.

Now, a great deal has been said about why the Mississippi Choctaws who claimed under the fourteenth article, if they ever removed to Indian Territory, should have no right to claim a portion of the annuities of the Choctaw Nation of the West.

Mr. Post. Before you reach that point, Mr. Hurley, and while you are on this judgment rendered in the Choctaw Nation case, what was the real basis of that suit?

Mr. HURLEY. The basis of the suit is set out specifically in the eleventh article of the treaty of 1855, which provided that the United States would attempt to settle with the Choctaw Nation for all violations of treaty provisions between that nation and the United States.

It was submitted first to the United States Senate. The Senate called for an accounting from the Department of the Interior; the Senate made an award in conformity accounting, and paid \$250,000 on the award to the Choctaw Nation.

In the meantime the Civil War broke out, and the matter was not adjusted, but was referred finally in 1881 to the Court of Claims for adjudication. The Court of Claims held that the finding of the Senate was not conclusive; that the Court of Claims, under its jurisdictional act, had a right to try the case de novo, and it did so; and in place of finding the nation entitled to recover \$2,981,247.50 it found that it was entitled to recover only \$658,122.32; the case was afterwards appealed to the United States Supreme Court, and the nation was awarded the amount which was first awarded by the Senate and what was shown to be due them by the statement made by the Secretary of the Interior.

I will go more fully into that now and show what the different items in that judgment were recovered for and the amounts of the different items charged against the nation, if it is necessary; but I have put that statement in the record, and I believe you gentlemen have read it; and if not, I will be glad to have you examine me on any one of those items.

Mr. Post. I have read that statement.

Mr. HURLEY. I would like to cover that question in view of what Mr. Harrison said, to the effect that the Mississippi Choctaws had an equity in the property of the Oklahoma Choctaws, from the fact that 4,000,000 acres of their lands were taken to pay for the Oklahoma lands.

Mr. RICHARDSON. That was under the treaty of 1830?

Mr. Post. Yes.

Mr. BALLINGER. Right in that connection, I would like to ask Mr. Hurley one question.

Mr. HURLEY. I would like to cover this point, so that it is absolutely clear to the committee, before leaving it; and if it is clear I will then proceed.

Mr. RICHARDSON. There is one thing I want to suggest to you, Mr. Hurley. In my argument in the relation to this case of the case

of the Choctaw Nation v. The United States I placed more stress on this fact than on the question of the equities in the funds: If the Choctaw Nation recovered \$417,000 on account of moneys due 292 heads of families who were Mississippi Choctaws and administered that fund, was not that of itself a recognition by the Choctaw Nation that those people had not given up their rights of citizenship, but were at that time an integral part of the Choctaw Nation, temporarily absent from the geographic boundaries of the nation?

Mr. HURLEY. I grant you this, if this is the point you are trying to bring out: If these people who attempted to signify their intention to claim under the fourteenth article and who were prevented by an unjust provision in the act of 1842—if they could now show that they are the descendants of those people who were thus excluded they would have had rights as fourteenth-article claimants in the Choctaw Nation by removing to and establishing a residence in the Choctaw Nation within the time required—of course they have not any superior rights to the real fourteenth-article claimants. And that was considered in the decisions of the commission; those people were not rejected when they made applications for citizenship because they had been rejected by that commission of 1842. As a matter of fact, when all of those people, having neither lands nor money in Mississippi, had an opportunity to get land by going to Indian Territory, most, if not all, of them went there and are now enjoying citizenship in the Choctaw Nation. There is one point that has been dwelt on by Mr. Richardson, Mr. Ballinger, and Mr. Cantwell, and that is this, that a great many of those Mississippi Indians did go to Indian Territory in 1852 to get the scrip payment. That is part of the \$872,000 we have been talking about. They read into the record a statement from Douglas H. Cooper to the effect that probably two-thirds of those Indians, after receiving their scrip payment, returned to Mississippi. That may be true. But whenever an Indian claimed under the fourteenth article and exercised the privilege reserved to him in that article to remove to Indian Territory he thereby exhausted his claim as a fourteenth-article claimant. He became a citizen of the Choctaw Nation in Indian Territory, and when he then removed out of the nation he was the same as any other member of the tribe who went into another State; he was no longer a fourteenth-article claimant, because in going there to Indian Territory he had exercised the privilege that had been reserved to him under the fourteenth article, namely, to remove to the Indian Territory and there to enjoy the privileges of citizenship in the Choctaw Nation.

Mr. POST. Suppose he had removed there and was not enrolled as a member of the nation and then returned to Mississippi?

Mr. BALLINGER. That is the precise situation that they found themselves in.

Mr. HURLEY. Well, the fact is that there were not any enrollments by the Choctaws up to the time of the adoption of the constitution; there was not any form for admission to citizenship. They were all considered original Choctaws up to that time.

Mr. RICHARDSON. Suppose one of the Indians went to Indian Territory for the purpose of getting that payment, with no intention of becoming a resident or a citizen of the Choctaw Nation, but with an intention to return upon receiving his money to Mississippi. Do

you mean to say that a temporary absence from Mississippi for the purpose of collecting a certain amount of money would change his status?

MR. HURLEY. I mean to say that if he did that he intentionally violated the spirit of the law that was enacted for his benefit, namely, the payment to him of \$872,000 in lieu of scrip, on the condition that he move to the Choctaw Nation in Indian Territory and establish there a residence; if he went there with the intention of deceiving the officials who were to pay him and of accepting that money and not doing what it was intended he should do—that is, to remain there—then he was violating the very law that was enacted for his benefit.

MR. RICHARDSON. Mr. Hurley, does not the record in the case of the Choctaw Nation *v.* The United States, volume 2, at page 234, show that they did not go to the Choctaw Nation with the intention of remaining there, and that they did not conceal their purpose, but stated their intention to return, and for that reason they were refused payment?

MR. HURLEY. I am not prepared to say whether it shows that in that form or not; but I am prepared to say that a great many did go and did receive the money and did return to Mississippi. Do you want the case of the Choctaw *v.* The United States—the net-proceeds case—introduced into this record?

MR. RICHARDSON. Yes; the court volumes containing the testimony.

MR. HURLEY. I have not the volumes containing the testimony, but you will find them at the court. I only have the decision.

MR. BALLINGER. How many Choctaws entitled to the scrip were identified in 1850 or prior thereto? You made the statement that there were 4,200, I think. Is that correct?

MR. POST. Something over 3,800.

MR. RICHARDSON. One thousand one hundred and fifty-three heads of families:

MR. HURLEY. Mr. Chairman, there is no necessity for any controversy as to the number of persons found to be entitled by that commission. I have here House Document No. 898, Sixty-first Congress, second session, which contains a list of the patentees and scripees, and I will ask the committee to allow it to be inserted in the record at this place.

(The matter referred to is as follows:)

[House Document No. 898, Sixty-first Congress, second session.]

DEPARTMENT OF THE INTERIOR,
Washington, May 6, 1910.

SIR: Referring to the resolution of the House of Representatives, dated April 19, 1910, in which it was requested that the Secretary of the Interior furnish the House of Representatives with certain information concerning Mississippi Choctaw Indians. I have the honor to transmit herewith, in compliance with said resolution, a list of Mississippi Choctaw Indians who received patents for lands under Article XIV of the treaty of September 27, 1830 (7 Stat. L., 333-335), and also a list of Mississippi Choctaws in whose behalf scrip was issued under the provisions of the act of Congress approved August 23, 1842 (5 Stat. L., 513), in lieu of the lands to which they were entitled under Article XIV of the treaty of 1830 above mentioned.

In section 2 of the act of Congress of April 26, 1906 (34 Stat. L., 137), it was provided that the citizenship rolls of the Five Civilized Tribes should be

completed and closed on or before March 4, 1907, and that the Secretary of the Interior should have no authority to add any names thereto after that date.

The records of the department show that on February 1, 1907, there were pending for action in the office of the Secretary of the Interior 130 cases involving enrollment in the Five Civilized Tribes, of which 15 were Mississippi Choctaw cases.

From February 1, 1907, to March 4, 1907, inclusive, there were received in the office of the Secretary of the Interior the records and decisions of the Commissioner to the Five Civilized Tribes in 2,312 cases of enrollment claims in the Five Civilized Tribes, of which 75 were Mississippi Choctaw cases, making a total of 2,442 cases, including the 90 Mississippi Choctaw cases, examined and adjudicated by the department from February 1, 1907, to March 4, 1907, inclusive.

Of the above 2,442 cases, 2,035 were examined and the decisions rendered therein after February 25, 1907, and before the closing of the rolls on March 4, 1907. Most of the 90 Mississippi Choctaw cases considered between February 1, 1907, and the closing of the rolls were what were known as "consolidated cases," each involving the claims of more than one family and one of said cases contained the applications of 888 persons.

The same consideration was given by the department to the 90 Mississippi Choctaw cases as was given to the other enrollment cases considered during the same period of time.

Prior to February 9, 1907, it was the practice, in the cases coming up from the Commissioner to the Five Civilized Tribes and the Commissioner of Indian Affairs, to examine the complete record in each case for the purpose of ascertaining whether the finding of facts contained in the decision of the Commissioner to the Five Civilized Tribes was in accordance with the evidence, as well as to determine whether the interpretation of the law was correct.

On February 9, 1907, however, the then Secretary of the Interior directed the chief of the Indian Territory division, under whose supervision the cases were examined and the decisions prepared, that, in view of the provisions of section 2 of the act of April 26, 1906, he should prepare in citizenship cases, with as little delay as possible, letters affirming the decisions of the Commissioner to the Five Civilized Tribes and the commissioner to such tribes, in the absence of an adverse recommendation by the Indian Office, when not in conflict with the plain provisions of law, accepting the findings of facts of said commissioner or commissioner, and where the question involved in any case was not pending before the Assistant Attorney General or the Attorney General.

A copy of said instructions are inclosed for your information.

Thereafter the records were not examined as to the evidence in the cases, but the finding of the Commissioner to the Five Civilized Tribes as to the facts in each case was accepted as true, and the question in each case thereafter considered in the office of the Secretary was whether the interpretation of the law as applied to the found facts contained in the decision of the Commissioner to the Five Civilized Tribes was correct.

As careful consideration and as much time was given to each case as it was possible to give in view of the number of cases on hand February 1, 1907, and the number thereafter received for adjudication, and the limited time remaining in which the adjudication of said cases had to be made.

Very respectfully,

R. A. BALLINGER, *Secretary.*

THE SPEAKER OF THE HOUSE OF REPRESENTATIVES.

[Vol. 6, p. 123, memorandum copies, Indian Territory division.]

FEBRUARY 9, 1907.

CHIEF INDIAN TERRITORY DIVISION:

In view of the provision in section 2 of the act of April 26, 1906 (34 Stat., 137), "that the rolls of the tribes affected by this act shall be fully completed on or before the 4th day of March, 1907, and the Secretary of the Interior shall have no jurisdiction to approve the enrollment of any person after said date," you are directed to have prepared in citizenship cases, with as little delay as possible, letters affirming the decisions of the Commissioner to the Five Civilized Tribes and the commissioner to such tribes, in the absence of an adverse recommendation by the Indian Office, when not in conflict with the plain pro-

visions of law, accepting the findings of facts of said commission or commissioner, and where the question involved in any case is not pending before the Assistant Attorney General or the Attorney General.

Respectfully,

E. A. HITCHCOCK, *Secretary.*

List of Mississippi Choctaw Indians to whom patents were issued for land under the provisions of article 14 of the treaty of Sept. 27, 1830 (7 Stat. L., 333-335).

Patentee.	Date of patent.	Remarks.
Ab-be-ho-kah.....	Jan. 13, 1846	
Afa-ma-tubbe.....	Sept. 3, 1846	
Agnes.....	Sept. 9, 1846	
Ah-be-nah-tubbe.....	Jan. 20, 1846	
Ah-chee-non-tubbe.....	Sept. 7, 1846	
Ah-chuk-mah-tubbe.....	Aug. 18, 1846	
Ak-kah-po-tubbe.....	do.....	
Ah-la-mo-tubbe.....	Dec. 4, 1845	
Ah-no-sa-cubbe.....	Oct. 14, 1846	
Ah-num-po-lah.....	Dec. 24, 1845	
Ah-to-nee.....	Dec. 4, 1845	
Ah-to-ble-cha.....	Jan. 5, 1846	
Ah-took-lah-ho-nah.....	Sept. 4, 1846	
Ah-pa-sah-too-nah.....	Sept. 7, 1846	
Ah-woon-te-nah.....	Dec. 24, 1845	
Ah-wan-to-nah.....	Mar. 30, 1846	
Al-la-tah-ho-yo.....	Jan. 13, 1846	
Amah.....	Sept. 3, 1846	
Anolah.....	Feb. 4, 1857	And 2 children over 10 years of age and 3 children under 10 years of age at date of treaty.
A-nok-ae-tubbe.....	Nov. 3, 1837	
Anthie-Honah.....	Sept. 4, 1846	
Asholata.....	Sept. 3, 1846	
Aun-ah-che-mah.....	Oct. 14, 1846	
Aun-to-tubbe.....	Dec. 24, 1845	
Bah-ne-tubbe.....	Aug. 18, 1846	
Beams, Betsey.....	Nov. 23, 1846	In her own right and to "Vicey," her child over 10 years of age, and to "Amy" and "Kitty," her children under 10 years of age at date of the treaty.
Bell, Robert.....	Dec. 14, 1846	
Bo-le-ho-nah.....	Jan. 5, 1846	
Brashears, Alexander.....	Sept. 17, 1841	
Brashears, Delilah.....	Dec. 8, 1842	In her own right and for her 3 children over 10 and her 3 children under 10 years of age at date of the treaty.
Brashears, Rachel.....	June 21, 1841	
Brashears, Zadock (commonly called Zadock, jr.).....	Mar. 29, 1842	
Bryant, Louis.....	Jan. 29, 1840	
Buchanan, Charles.....	Aug. 20, 1841	
Buckles, Betsy.....	Feb. 17, 1838	
By-ana.....	Feb. 3, 1847	
Cah-mul-le.....	Jan. 13, 1846	
Carney, Jeremiah.....	Apr. 13, 1848	
Cha-fa-ho-na.....	Sept. 3, 1846	
Chanahajo (alias Oake Chanahajo).....	Dec. 14, 1846	
Cha-tambee.....	Sept. 9, 1846	
Che-ew (or Che-caugh).....	Jan. 5, 1846	
Che-mah-yo-ka.....	do.....	
Chuck-po-tubbe.....	Dec. 28, 1846	
Christie, William.....	Sept. 21, 1841	
Cobb, Samuel.....	Mar. 20, 1846	For himself and for his children.
Con-chi-hee-tubbe.....	Dec. 5, 1845	
Con-na-ho-te-mah.....	Jan. 20, 1846	
Coon-oon-tah-te-mah.....	Oct. 14, 1846	
Cun-e-mah-tubbe.....	Aug. 18, 1846	
Cun-oon-tam-be.....	Sept. 2, 1846	
Daniel.....	Apr. 13, 1848	
Durant, Fisher.....	Apr. 12, 1848	
Durant, Pierre.....	May 13, 1848	
Durant, Reese.....	Dec. 14, 1846	
E-ah-pil-lah.....	Dec. 24, 1845	
Eahambee.....	Feb. 3, 1847	
Eahoo-ka-chubbee.....	Feb. 3, 1847	
Eha-hah-tomah.....	Oct. 14, 1846	
Eia.....	Feb. 3, 1847	
Eia-ba-tubbe.....	Sept. 7, 1847	
Eia-ba-tubbe.....	Dec. 14, 1846	
Eiah-chubbe.....	Aug. 18, 1846	

List of Mississippi Choctaw Indians to whom patents were issued, etc.—Contd.

Patentee.	Date of patent.	Remarks.
Ela-pahoka.....	Feb. 3, 1847	
Ela-nam-tubbee.....	Sept. 9, 1846	
Eli-o-tubbe.....	Mar. 30, 1846	
Eli-za.....	Sept. 4, 1846	
Emah-ho-to-nah.....	Jan. 13, 1846	
Em-montona.....	Sept. 9, 1846	
E-me-sha.....	Jan. 13, 1846	
E-minta-ham-be.....	Sept. 8, 1846	
E-mok-lam-be.....	Oct. 14, 1846	
E-muck-a-to-na.....	Aug. 12, 1845	And to Ko-na-la-hona, Sa-ho-yo, and Ta-na-cubbee, her children over 10 years of age; and E-la-pa-ho-ka, her child under 10 years of age at date of treaty.
Ey-ya-tubbe.....	Dec. 21, 1837	
E-ya-la-ko-noh.....	Sept. 7, 1846	
Falissa.....	Sept. 9, 1846	
Feb-e-mah-ho-nah.....	Mar. 30, 1846	
Fe-le-ka-chubbe.....	Dec. 1, 1845	
Foster, William.....	June 6, 1844	In his own right and to his 2 children under 10 years of age at date of treaty.
Garvin, Henry.....	July 7, 1842	
Garwin, Benjamin W.....	Aug. 11, 1845	For himself and 3 children under 10 years of age at date of treaty.
Graham, Susan or Susanna.....	Feb. 7, 1846	And her child over 10 years of age at date of treaty.
Ha-cubbe.....	Dec. 6, 1845	
Ha-la.....	Jan. 5, 1846	
Hall, William.....	June 29, 1841	
Hancock, Caroline D.....	June 28, 1850	
Hancock, Jubal B.....	do.....	
Hancock, Mary M.....	do.....	
Hancock, William M.....	do.....	
Hardaway, Hartwell.....	Nov. 23, 1841	
Harris.....	Apr. 13, 1848	
Heccatambe.....	Sept. 9, 1846	
He-o-te-mah.....	Oct. 14, 1846	
Hin-o-la.....	do.....	
Hi-a-tubbee.....	Dec. 21, 1837	
Hoccalahoma.....	Sept. 8, 1846	
Ho-la.....	Sept. 9, 1846	
Hok-la-homa.....	Dec. 28, 1846	
Hok-o-lo-chubbe.....	Dec. 4, 1845	
Homer, John.....	June 29, 1841	
Hotahhona.....	Sept. 9, 1846	
Hotah.....	Dec. 21, 1837	
Ho-ta-mah.....	Oct. 14, 1846	
Ho-te-mah-lah.....	Mar. 30, 1846	
Ho-te-mah.....	Sept. 8, 1846	
Ho-te-nah-chubbe.....	Sept. 4, 1846	
Hotiah, Abbah (otherwise written Hoter).....	Jan. 2, 1851	And to her 2 children (1 over 10 years and 1 under 10 years of age at date of treaty).
Hu-ti-yah.....	Mar. 30, 1846	
Hu-to-mah.....	Sept. 4, 1846	
Hu-to-man-ka.....	Mar. 30, 1846	
Hu-tubbe.....	Dec. 6, 1845	
Hoo-tubbe.....	Oct. 14, 1846	
Howell, Calvert (alias Calvin H.).....	May 9, 1840	
Hoyo.....	Sept. 3, 1846	
Hue-yubbe.....	Dec. 11, 1845	
I-am-in-tubbee.....	July 17, 1845	
I-at-h-le-pah.....	Dec. 24, 1845	
I-bah-osh-tah.....	do.....	
Ih-ho-nah.....	Sept. 7, 1846	
Im-ah-ho-yo.....	Jan. 5, 1846	
Im-ma-no-a-ho-ka.....	Mar. 30, 1846	
Im-un-no-ubbe.....	Jan. 5, 1846	
I-o-pon-na.....	Dec. 11, 1845	
Isaac.....	Feb. 3, 1847	
Isha (or Ayaha).....	Dec. 14, 1846	
Ish-man-tubbe.....	Mar. 30, 1846	
Ish-mi-ah.....	do.....	
Ish-no-ak-ke.....	Jan. 30, 1846	
Ish-ta-bo-le.....	Oct. 14, 1846	
Ish-te-la-mah.....	Aug. 18, 1846	
Ish-te-mah.....	Mar. 30, 1846	
Ish-ti-hok-ta.....	Jan. 5, 1846	
Ish-tim-e-le-chubbe.....	Mar. 30, 1846	
Ish-tim-lah-homah.....	do.....	
Ish-to-nah.....	Jan. 13, 1846	
Ish-to-nah.....	Mar. 30, 1846	
Ispia.....	Jan. 2, 1841	

List of Mississippi Choctaw Indians to whom patents were issued, etc.—Contd.

Patentee.	Date of patent.	Remarks.
Is-te-ubbe.....	Jan. 5, 1846	
Is-to-noka.....	Dec. 28, 1846	
Jacob.....	Mar. 30, 1846	
James, Adam.....	Sept. 30, 1844	
Jemmy.....	Dec. 14, 1846	
Jenkins, Jack.....	Oct. 10, 1842	
John.....	Oct. 14, 1846	
Joel.....	Sept. 9, 1846	
Johnson, George.....	Aug. 11, 1845	For himself and 7 of his children, and to S. D. Johnson, 1 of his children.
Johnson, Mary.....	do.....	For herself and 2 children under 10 years of age at date of treaty.
Jonas.....	Apr. 13, 1848	
Jones, John.....	Aug. 18, 1842	
Jones, Tennessee.....	Jan. 5, 1846	
Kan-che.....	Sept. 4, 1846	
Kanoon-tubbe.....	Dec. 14, 1846	
Kan-o-to-nah.....	Sept. 4, 1846	
Ko-na-la-ho-na.....	Dec. 28, 1846	
Koo-cha.....	Dec. 11, 1845	
Labrouse, Mathew.....	Jan. 12, 1839	
Lah-bah-tubbe.....	Jan. 5, 1846	
Lah-tubbe.....	Mar. 30, 1846	
Lap-pa-te-mah.....	Jan. 13, 1846	
Lapissa.....	Sept. 8, 1846	
Lightfoot, William.....	Mar. 10, 1843	
Lila.....	Apr. 13, 1848	
Low-ah-ho-ka.....	Mar. 30, 1846	
Lu-ock-ho-mah.....	Apr. 30, 1848	
Lush-ho-min-tubbe.....	Oct. 14, 1846	
Machaia.....	Sept. 8, 1846	
Mah-la.....	Apr. 12, 1848	
Martha.....	Apr. 13, 1848	
Matona.....	Sept. 3, 1846	
McGilbry (alias McGilverry), John.....	June 21, 1839	
McGilbry (alias McGilverry), John.....	Apr. 8, 1845	As he had 4 children over 10 years of age at date of treaty, instead of 3 children.
McGilbry (otherwise called McGilverry), Lucy.....	Mar. 20, 1845	And to Susie, her child.
McGilbry (otherwise called McGilverry), Turner.....	Apr. 8, 1845	And to his 2 children under 10 years of age at date of treaty.
McGilverry, Gordon.....	Nov. 18, 1851	
Me-ah-shan-tah.....	Jan. 5, 1846	
Me-ah-she-cubbe.....	Dec. 6, 1845	
Me-he-tim-ah.....	Aug. 18, 1846	
Me-she-mah.....	Sept. 4, 1846	
Me-hah.....	Oct. 14, 1846	
Mima.....	Apr. 13, 1848	
Min-ta-ham-bee.....	do.....	
Mol-a-tubbe.....	Sept. 4, 1846	
Mol-la.....	Dec. 4, 1845	
Muncrief, Sampson.....	Oct. 24, 1838	
Murphy, George.....	Jan. 29, 1840	
Na-con-sha.....	Dec. 1, 1845	
Nah-ho-to-nah.....	Mar. 30, 1846	
Nail, Benjamin.....	Sept. 2, 1846	
Nail, Greenwood L.....	do.....	
Nail, Marceline.....	do.....	
Nelson.....	Sept. 9, 1846	
No-ah-ho-nah.....	Oct. 14, 1846	
No-a-timah.....	Nov. 3, 1837	
Nok-e-ne-ham-be.....	Aug. 18, 1846	
Nok-o-an-tubbe.....	Dec. 11, 1845	
No-que-ah.....	Apr. 13, 1848	
No-wah-ho-na.....	July 17, 1845	For herself and for 3 children over 10 years of age and 2 children under 10 years of age at date of treaty.
Oak-la-yubbe.....	Dec. 11, 1845	
Ogalaima.....	Sept. 8, 1846	
Ogleasta.....	Sept. 9, 1846	
Ohoya (or Ohoyo Tom).....	Jan. 20, 1838	
O-ka-in-cheek-mah.....	Sept. 2, 1846	
Ok-is-tam-bee.....	Mar. 30, 1846	
Ok-la-ho-ya.....	Jan. 13, 1846	
Ok-lah-kah-ho-yo.....	Sept. 7, 1846	
Oklanowah.....	Sept. 9, 1846	
O-na-ham-be.....	Jan. 2, 1841	
On-i-hain-taish.....	Sept. 8, 1846	
Oon-ah-tubbe.....	Dec. 5, 1845	
Oun-tah-che-ah.....	Dec. 24, 1845	
Oxberry, James.....	Mar. 24, 1841	
Pah-lubbe.....	Dec. 14, 1846	

List of Mississippi Choctaw Indians to whom patents were issued, etc.—Contd.

Patentee.	Date of patent.	Remarks.
Pancebba.....	Sept. 3, 1846	
Parass, Antony or Anthony.....	Oct. 11, 1843	
Pa-sa-chubbe.....	Sept. 2, 1846	
Pa-shuh-ho-nah.....	Dec. 11, 1845	
Pelworth, Henry.....	May 14, 1842	
Pe-his-tubbe.....	Jan. 20, 1846	
Pe-tah-ah-mah.....	Aug. 18, 1846	
Pie-yah.....	Sept. 7, 1846	
Pinson, Betsey.....	July 2, 1842	
Pis-ah-ha-mah.....	Sept. 2, 1846	
Pish-tah-o-nah.....	Jan. 13, 1846	
Riley, Patrick.....	Oct. 11, 1843	
Robertson, Lewis.....	Sept. 28, 1842	
Sahovo.....	Dec. 28, 1846	
Sal-lu-ma.....	Mar. 10, 1843	
Sampson.....	Dec. 28, 1846	
Shota.....	Sept. 3, 1846	
Sho-tubbe.....	Sept. 4, 1846	
Silas.....	Sept. 8, 1846	
Shullahohoka.....	Dec. 28, 1846	
Sock-a-to-nah.....	Jan. 20, 1846	
Socke-tubbe.....	Jan. 13, 1846	
Sow-ah-tubbe.....	Dec. 24, 1845	
Stabohla (alias Stapolelona).....	Dec. 28, 1846	
Stanton, Allan.....	do.....	And to his 2 children under 10 years of age at date of treaty.
Su-Sa.....	Aug. 18, 1846	
Syllin.....	Sept. 8, 1846	
Ta-ho-ba.....	Sept. 7, 1846	
Tah-ho-pe-ah.....	Dec. 4, 1845	
Tah-lah-mo-tubbe.....	Sept. 8, 1846	
Tah-te-nah.....	Jan. 20, 1846	
Tah-pa-nis-sto-nah-ho-nah.....	Nov. 23, 1846	In his own right and to Cun-nah-ho-yo-E-lah-no-la, and Ona-tubbee, his children over 10 years of age, and to O-quah-ha-nah and Cun-nah-la-tubbee, his children under 10 years of age at date of the treaty.
Tallawahomibbee.....	Feb. 3, 1847	
Tanacubbee.....	Dec. 28, 1846	
Tilly.....	Sept. 9, 1846	
Te-he-cubbee.....	Aug. 12, 1845	And to Hota-tubbee, his child over 10 years of age, and Iota-tubbee and E-mo-konah, his children under 10 years of age at date of treaty.
To-bla-chubbe.....	Dec. 1, 1845	
Toby (alias Tobba), James.....	do.....	
Tom, Jim.....	Feb. 26, 1841	
Tom, Jack.....	Apr. 4, 1849	And to Sinai Tom, Sophia Tom, Levicy Tom, and Hamah Tom, his 4 children under 10 years of age at date of the treaty.
Tomahoka.....	Sept. 9, 1846	
To-ne.....	Mar. 30, 1846	
Took-lah-tubbe.....	Oct. 14, 1846	
Turnbull, William.....	Oct. 11, 1843	
Tus-ka-ah-tubbe.....	Oct. 14, 1846	
Tuskirha.....	Dec. 14, 1846	
Tussaka.....	Dec. 28, 1846	
Tu-wah-kee.....	Oct. 14, 1846	
Tu-wa-tu-cha.....	Mar. 10, 1843	Patent surrendered and new patent issued July 14, 1848.
Tu-wa-tu-cha.....	July 14, 1848	
U-baheni-ah.....	Dec. 5, 1845	
Un-ah-han-tubbe.....	Sept. 2, 1846	
Un-ah-tubbe.....	Jan. 13, 1846	
Un-tu-hi-o-che.....	Dec. 4, 1845	
Un-tim-ah-ho-nah.....	Sept. 7, 1846	
Walker, John.....	June 29, 1841	
Ward, Tobias.....	Sept. 3, 1846	
Wa-tubbe.....	Dec. 24, 1845	
Wes-hock-she-homa.....	Sept. 3, 1846	
Wesley.....	Feb. 3, 1847	
Ya-ha-mah.....	Sept. 2, 1846	
Yem-e-tubbe.....	Dec. 24, 1845	
Yem-ma-hubbe.....	Sept. 2, 1846	
Yem-o-ho-nah.....	Sept. 7, 1846	

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of August 23, 1842 (5 Stat. L., 513), in lieu of land to which they were entitled under article 14 of the treaty of September 27, 1830 (7 Stat. L., 333-335).

Anolata.	Ah-ho-te-mah.	An-thle-no-nah.
Aletisteia.	Ah-lah-ka-tubbee.	Ah-be-ho-ka.
Anonitama.	Ah-fah-mo-ah.	Ah-chaffa-ho-nah.
Ashahoma.	Ah-no-ah-ka.	Ah-che-lah.
Alonesa.	Ah-la-mah-ho-nah.	Ah-be-ne-tubbe.
Anontamla (or Anotaioub- bee).	Ah-na-sa.	Ah-moon-to-nah.
Anontona.	Ah-no-le-che-mah.	Ah-took-co-la (alias An- drew Wier i-e ware).
Anointubbee.	Ah-pok-ah-nan-tubbee.	Ah-take-ah-ho-nah.
Anatambee.	Ah-pa-sah.	Ah-ish-tim-ah.
Ataiahona.	Ah-no-lah.	Ah-bah-ka-tubbee.
Alamantubbee.	Ah-lock-ka-cha.	Ah-be-ho-nah.
Alahoma.	Ah-to-nubbee.	An-o-ok-mah.
Anaintubbee.	Ah-la-chubbee.	Abit-ish-tiah.
Alanantubbee.	Ah-to-shoubbee.	Ah-to-ko-tubbe.
Alotema.	Ah-min-tubbee.	Al-be-ish-to-nah.
Akomotubbee.	Ah-pah-lah-ho-nah.	Ah-che-to-nah.
Anocwaatonah.	Ah-lo-co-tubbee.	Ah-look-lin-tubbee.
Atanahajo.	Ah-took-la.	A-mah.
Apatubbee.	Ah-pah-tubbee.	Ah-no-le-ho-na.
Athpota.	Ath-tubbee.	Ah-cho-ah-ho-ka.
Antamba.	Ah-mesa-cubbee.	Ah-sha-ho-ka.
Aleisteia.	Ah-pah-sah-te-mah.	Ah-bah pil-a-ba-ka.
Alahotema.	Ah-mo-gla-tubbee.	Ah-kas-te-ma-tubbee.
Anokcheto.	Ah-chi-ah-tubbee.	Ah-noo-se-ho-nah.
Apolo-apah.	Ah-be-bah-tah.	Ah-to-chubbe.
Ashatema.	Ah-sha-la-tubbee.	Ah-fab-moon-tubbee.
Akostellatubbee.	Ah-ho-la-to-nah.	Ah-to-ko-fubbe.
Alchma.	Ah-chah-pa-tubby.	Ah-nubbe.
Atakohubbee.	Ah-na-chubbee.	Ah-took-ah-li-ah.
Altona.	Ah-no-fa-nubbee.	Ah-he-o-ke.
Anahoyo.	Abba-ho-nah.	Ah-tah-ho-nah.
Atabotema.	Ah-nook-tah-lubbee.	Ah-lo-me.
Ashahema.	Ah-moon-pis-ah-cha (or He-tuck-loo-ah).	Amah.
Alanintubbee.	Ah-to-lah.	Ah-pe-la-tubbe.
Apala hoka.	Ah-no-ka.	Ah-be-tah-tah.
Ancubbee (or Ooncub- bee).	Ah-to-nan-ka.	Ath-la-ho-yubbe.
Alatahoma.	Ah-took-ah-lah.	Ah-che-tubbe.
Athtolahoka.	Ah-to-no-ham-bee.	Ah-toke-ah-to-nah.
Anontee-na.	Ah-hath-la.	Ah-che-ah-tubbe.
Allah-ho-te-mah.	Ah-pe-sah-tubbee.	Ah-che-bah.
Ah-fah-mo-ah.	Ah-lo-min-chubbee.	Ah-mok-le-tubbe.
Ah-te-ubbee.	Ah-mak-ham-ubbee.	Ah-he-kah-ho-nah.
Ah-pock-ah-mah-tubbee.	Ah-no-ah-ha-cubbee.	Ah-yo-mah-te-kah.
Ah-tah-chubbee.	Ah-no-skoo-nah.	Ah-lo-mah-tubbe.
Ah-te-uh-la-ho-ka.	Ah-ho-tu-nah.	Ah-hooklin-tubbe.
A-o-nah-ha-mah.	Ah-no-ho-tim-ah.	Ah-shal-in-tubbe.
A-low-a-ho-nah.	An-tim-ah.	Ah-muk-fil-le.
Ah-pock-ar-mah.	Ah-na-hoak-ho-nah.	Ah-lo-ko-tubbee.
Ah-chah-fah-tubbee.	Ah-chuck-ma.	Ah-took-la-ho-ka.
An-no-sa-tubbee (or Pes- sah-tubbee).	Al-me-ho-ye.	Ah-fa-ko-me-ho-nah.
A-bon-wa-te-mah.	Ah-ho-nah.	An-it-im-ah.
Ah-ta-hah.	Ah-na-tim-ah.	Al-mo-tubbe.
A-he-ah-tubbee.	Al-moon-tubbee.	Ah-ho-la-tim-ah.
Ah-ne-la-ho-yo.	Al-e-he-mah.	Ah-thlup-pik-chi-ah.
Ah-took-ko.	Ah-la-che.	Al-be-hah-tubbe.
Ah-po-to-tubbee.	An-un-tim-ah.	Al-be-ho-chi-ah.
Ah-no-yo-ka.	As-she-ap-ki-ka.	Ah-ki-sah.
Ah-chah-fah-le-mah.	Ah-kah-ne-ubbe.	Ah-ho-nah.
	Ah-no-le-chubbe.	Ah-chuck-mah-he-ah.

Ah-ko-moon-tubbee.	Ah-pah-lah-ho-nah.	Ah-cha-kah-hoo-nah.
Ah-look-la-tubbe.	Ab-it-ti-yah.	An-chok-to-nubbe.
Ah-ka-ko-tubbe.	Ah-fah-mah.	Ah-the-ho-nah.
Ah-lo-te-shubbe.	Ah-fa-ko-ma-to-nah.	Ah-pa-sah-ho-ka.
Ah-la-chun-ah.	Ah-chuk-ma-tubbe.	Ah-no-si.
An-ha-tun-ah.	Ah-took-la-ho-mah.	Ah-fa-ma-ho-ka.
Ah-tho-me-ho-nah.	Ah-no-la-ho-nah.	Ah-nook-cha-mah-ho-nah.
Ah-e-nah.	Ah-koo-chun-tubbe.	Al-be-chef-fah.
Ah-kah-pul-e-tubbe.	Ah-che-le-tah.	Ah-che-ubbe.
Ah-to-ho-tubbe.	Ah-cho-mah-kah.	Ah-no-la-ham-bee.
An-be-ho-nah.	Ah-lo-mah.	Ah-wa-che-ho-nah.
Ah-pa-sah-ho-ka.	Ab-be-ho-nah.	Ah-wah-che (alias
Ah-pa-la-ho-nah.	Ah-lah-nah-tubbe.	Ah-wah-che-ho-nah).
Ah-tah-ho-nah.	Ah-no-ah-tubbe.	Ah-nook-che-to.
Ah-che-ah.	Ah-took-la-tubbee.	Ath-ko-la.
Al-moon-to-nah.	Ah-nook-we-ah-che.	Ah-tah-she-nah (alias
Ah-fah-moon-tubbe.	Ah-ka-che-ho-nah.	Hash-tah-sho-nah).
Ah-sho-me-kah.	Ah-nook-lah.	Ah-po-tubbe.
Ah-ash-tubbe.	Ah-lo-mah-tubbe.	Ah-hom-lah.
Ah-no-ah-ham-bee.	Ah-to-la.	Al-moon-tubbe (or
Ash-ha-cam-bee.	Ah-cha-fo-tubbe.	Oon-an-cha-tubbe).
Ah-ha-to-nah.	Ah-che-lah.	Ah-man-to-nah.
Ah-no-sa.	Ah-pa-sa-ho-nah.	Ah-pok-a-mah.
Ah-be-ne-tubbe.	Ah-nook-fille.	Ah-took-ah-lan-tubbe.
Al-be-ho-nah.	Ah-ne-po-tubbe.	Ash-ka-ma.
Ah-to-la-te-mah.	Ab-it-ik-ah-ne-wah.	Ah-be-ti-ah-ho-ka.
Ah-tah-le-ho-nah.	Ah-pa-san-tubbe.	Ah-yo-ah-ho-nah.
Ah-chiah.	Ah-fa-ko-me.	Abbe (or Ah-nah-be).
Ah-chah-ah-tubbee.	Ah-cha-le-tah.	An-an-to-mah.
Ah-wah-te-ah.	Ah-che-ah.	Ah-ne-he-nah.
An-tubbe.	Ah-pe-lah.	Ah-chah-le-ho-nah.
Ah-lo-sho-mo-tubbe.	Ah-cha-fo-ho-nah.	Ah-fum-ah-took-a-lo.
Ah-ho-te-nah.	Ah-nook-fille-hoka.	Ah-to-ga-te-mah.
Al-be-te-ah.	Ah-ne-hoon-tubbe.	Ah-ne-he-mah.
Ah-tah-le-ah.	Ah-che-to-nah.	Ah-nook-we-ubbe.
Ah-noo-tom-be.	Ah-hak-po-tubbe.	Ah-pa-lah-to-nah.
Ah-nook-wah-ah-too-nah.	Ash-tubbe.	Ah-toog-la-he-nah.
Ah-tah-be-le-ho-nah.	Ahe-min-tubbe.	Ah-le-ho-tonah.
Ah-to-catch-a.	Ah-fa-no-tubbe.	Ah-to-ble-cha.
Ah-urk-fa-la.	Ah-cha-po-tubbe.	Ash-chin-tubbe.
Ah-no-ah-ta-cubbe.	Ah-nook-we-ah.	Ash-te-ah-ho-nah.
Ah-e-o-ka-tim-ah.	Ah-no-sa-tubbe.	Ah-chi-ah.
Ah-pe-le-tubbe.	Ah-po-to-he.	Ah-chin-tubbe.
Ah-che-ah-ho-nah.	An-cha-to-nah.	Ah-chuck-mah-tubbe.
Ah-to-no-ho-nah.	Ah-no-la-tubbe.	Abbe-ho-yo.
Ah-pa-la-ho-nah.	Ah-pa-sa-ho-nah.	Ash-ho-nah.
Ah-no-ah-tam-be.	Ah-no-si.	Ah-wan-tubbe.
Abbe-to-ble-tubbe.	An-tubbe.	Ah-po-to-le.
An-uk-fil-le-te-mah.	Abbe-took-chi-ah.	Ah-took-ah-lan-tubbe.
Ab-it-is-te-ah.	Ab-che-ah-so-nah.	Ah-la-mah-ho-mah.
Ah-sha-chin-ah.	Ah-took-li-ah.	Ah-man-tubbee.
Ah-le-ho-ka.	Al-a-te-mah.	Al-o-ma-cha.
Ah-tubbe.	Ah-nook-fil-la.	Ah-pe-hah-tubbe.
Ah-ne-ho-te-mah.	Ah-nook-hum-ah.	Ah-chuck-mish-tubbe.
Ah-pis-sal-la.	Ah-lo-mah-ho-nah.	Ah-no-ha.
Ah-ho-yo.	Ah-chuk-mo-ho-yo.	Ah-to-be-tubbe.
Ah-mi-yah.	Ah-che-ah.	Ah-no-la-che-mah.
Ah-cha-pa-ho-nah.	An-tah-ho-nah.	Ah-took-ah-lah.
Ah-she-lah.	Ah-look-le-tubbe.	Ah-chuck-mah-to-tubbe.
Ah-pa-sa-tam-he.	Ath-ta-lam-la.	Ah-to-kah.
Ah-la-che.	An-ta-te-mah.	Ah-take-ah-te-mah.
Ah-wa-che-ho-nah.	Ah-noon-tubbe.	Ah-to-bah-tubbe.
Ah-puk-yo-hubbee.	Ah-took-lan-tubbe.	Ah-pis-ta-ka-tubbee.
Ab-be-ish-ti-yah.	Abbe-neen-tubbe.	An-tah-ha-mah.
Atuk-lam-be.	Al-noon-tubbe.	Ami-yah (or Eml-yah).

Ah-wa-tu-nah.	Ah-pa-hah (alias Johny Walk).	Bun-na-chubbe.
Ah-to-lah-tubbe.	Ah-pis-ah-te-mah.	Bah-sa.
Ah-che-to-nah.	Ah-nah-ho-te-nah.	Be-lin-kat-tah.
Ah-chick-mah-ho-nah.	Ah-min-tubbe.	Ben-nah.
Ah-lo-wa-tubbe.	Ah-no-sa-cubbe (or No-sa-cubbe).	Be-nan-cha-ho-ka.
Ah-hum-me.	Ah-cha-can-tubbe.	Bah-fun-kah.
Al-be-ti-yah.	Ah-lah-ho-ka.	Ben.
Ah-po-la-chubbe.	Ah-pa-lah-ho-nah.	Bun-ah-tu-nah.
Ash-wak-tubbe.	Ah-lah-ta-mah.	Bun-ah-tah-ka (or Tik-be-ubbe).
Ah-ho-nah.	Ah-pa-san-tubbe.	Becka.
Ah-ca-no-tubbe.	Ah-took-ah-lah-him-ah.	Bessy.
Ah-che-toma.	An-a-in-ta.	Buch-ah-hono.
Ah-che-le-tubbe.	At-ta-tam-ca.	Be-nan-che.
Ah-cho-ah.	An-ti-kubbe.	Bah-la ho-nah.
Ah-no-wah-tubbe.	A-to-ni-cubbee.	Bah-ho-te-nah.
Ah-moon-ti-yah.	A-cha-i-a-tubbe.	Bah-te-nah.
Ah-chuk-mah-to-ka-tubbe.	An-ti-cub-kubbee.	Bah-ah-nubbe.
Ah-onk-tim-ah.	Ah-be-hat-tah.	Bola.
Ah-oon-tam-be.	Ah-fo-kah-tubbe.	Bah-na-tubbe.
Ah-tuk-la-me-ho-nah.	Ah-ne-te-mah.	Ba-ho-nah.
Ah-ha-tam-be.	An-ok-che-to.	Ba-ha-ka.
Ah-ta-hubbe.	Ab-a-wa-la.	Bah-ka-tubbe.
Ah-ho-yo-tubbe.	A-po-la-tubbee.	Be-nin-tubbe.
Ah-ho-gla-cha.	Achi-a.	Bah-nubbe.
Al-is.	Al-a-la-ko-la.	Bell David.
Ah-cha-fon-tubbe.	Ash-o-mo-ta.	Basey.
Ah-pa-san-tubbe.	A-hath-la.	Becky.
Ah-be-chunk-tah.	An-na.	Bu-mah.
Ah-chu-nan-tubbe.	A-ya-to-na.	Bat-sey.
Ah-pa-sam-la (or Pa-sam-lee).	Ah-o-la-ta.	Be-lin-go-nah-gohn.
Ah-ho-nah.	Ah-la-ha-ma.	Bah-nah-tubbee.
Ah-fah-nah.	Al-a-te-ma.	Bah-tubbee.
Ah-fun-ne.	Ano-la-ho-na (alias Yin-ma-ne-la).	Bah-na-che.
Ah-pul-e-chubbe.	A-cha-la.	Be-na-tam-le.
Ah-ho-ka.	Ah-be-coo-chah.	Boh-tubbe.
Ah-kah-me-zubbe.	An-thle-hubbe.	Boh-cha-lah.
Ah-cah-lah-honubbe.	Ans-coon-la-tubbe.	Bi-o-glah.
Ah-pa-nam-tim.	Ah-tuk-la-me-ho-nah.	Bo-ha-le.
Ah-chuf-fah-take-ubbe.	Ah-cho-man-tubbe.	Bah-na-tubbee.
Ah-chunk-ma-ho-ka.	Ash-tubbe.	Bob Captain (alias Mingo-ho-nah).
Ah-po-la (or Big Billy).	An-tu-nah.	Belink-at-tah.
Ah-nook-chin-to.	Aush-tubbe.	
Ah-pa-sa-ka.	Ah-hi-o-tubbe.	Can-a-ho-yo.
Ah-the-o-hubbe.	Ah-chuck-a-la-mah.	Chompah.
Ah-ka-na-la-tubbe.	A-hu-ta.	Che-mo-na.
An-ta-ho-na.	Amos.	Chickasa.
Allice.	An-un-tubbe.	Cun-nea-ho-na.
Ah-to-ko-ah.	Ah-fa-koma.	Cun-nea-tubbee.
Alth-to-ca-ho-nah.	Al-it-o-nah.	Charles.
Ah-chuk-a-la.		Con-sha-tubbee.
Ah-can-non-tubbe.		Chis-be-ho-ma (alias Capt. Red Post Oak).
Ah le-noon-tubbe.	Bun-na-ho-na.	Conam-o-mubba.
Ah mo-te-ah.	Bo-leho-na (alias To-lo-le-ho-na).	Chonk-choo.
Ah-pah-ta-tubbe.	Binia.	Can-on-e-ta-la.
Ab-be-ho-ka.	Butah.	Cun-ne-a-tubbee.
Ah-pa-kah-tubbe.	Bling-a-tubbe.	Chom-pa.
Al-ca-in-ta.	Ba-maha.	Chok-ma-he-ma.
A-num-brilla.	Beck-y.	Can-che-te-ma.
Ak-an-ubbe.	Bl-a-ta.	Cunnam-an-tubbee.
A-che-ho-ka.	Bil-la.	Can-cha-to-na.
Augustin.	Bah-fo-cubbe.	Chil-le-tam-la.
Ala-ti-ya (alias Ho-le-te-a).	Bah-pls-sah.	Can-cha-ho-ka.
A-be-ha-ya.	Be-lin-go-nah.	Chonnis.
Ah-nook-fa-lah.	Beckey.	Chuffa-to-na.
Ah-to-sho-tubbe.		

Can-pa-lubbee.	Captain Bob (or Mingo-	Cun-e-ah-hok-tah.
Che-hom-bee.	homa).	Cun-e-moon-tubbe.
Co-cha-tubbee.	Che-ma-ho-ka.	Con-oon-te-mah-homah.
Cun-na-cha.	Co-tah.	Cum-un-mubbee.
Cun-ne-chubbee.	Chal-le.	Cun-e-ah-ston-ah.
Cah-to-nah.	Chak-al-e-che.	Cousin.
Che-no-lah.	Cun-e-te-mah.	Con-ah-la-cha.
Charles.	Con-cheto-nah.	Con-sha-lah.
Chuffa-ta-no-la.	Che-po-lah.	Cun-oun-tam-be.
Co-lick.	Chah-hubbe.	Cun-e-mah-tubbee.
Cun-ne-chubbe.	Cun-e-ish-tu-nah.	Con-e-moon-tubbee.
Cah-la-tubbee.	Cun-e-o-te-mah.	Con-sha-ho-ka.
Cun-ne-ubbee.	Can-e-tam-le.	Cun-e-mo-nubbee.
Cun-ne-ah-tubbe.	Chul-le.	Choom-pah.
Cah-la-tubbee.	Coon-oon-tan-te-mah.	Chum-pah-ho-ka.
Cun-ne-o-nah.	Cun-noon-to-mah-la-ho-ka.	Chah-e-te-mah.
Cun-ne-ah.	Chah-ah-tubbe.	Cun-ne-ah-ho-nah.
Chuffa-tubbee.	Con-ah-la-chubbe.	Con-che-ton-nah.
Cun-ah-he-mah.	Che-ho-nah.	Chum-pah-te-mah.
Carson.	Chum-pah-te-mah.	Cun-e-o-to-nah.
Cah-to-nah.	Cun-ne-mah-chubbe.	Cun-ne-te-nah.
Com-pal-tubbee.	Che-ho-te-mah.	Che-cah-ta.
Con-noon-tam-lee.	Cun-ubbe.	Cah-po-la.
Chamis.	Chuf-ah-tam-be.	Chick-a-sha.
Cun-ne-ish-to-nah.	Con-che-ho-ka.	Che-mi-o-ka.
Charles.	Cun-e-mah-tim-ah.	Cut-tah-ho-chubbee.
Cah-la-ho-na.	Cun-ah-min-chubbe.	Che-ah.
Cun-ne-che-nah.	Chane.	Chief-fah-tam-lee.
Cun-a-la-to-nah.	Cun-e-mo-nubbe.	Cun-ne-tubbe.
Cun-ne-mo-nubbee.	Chan-le.	Cun-ne-o-to-nah.
Ce-lia.	Cun-e-me-tim-ah.	Chubbee.
Cun-ne-ubbee.	Cun-u-ta-cubbe.	Chah-la.
Cun-na-see.	Con-she-ho-yo.	Com-pa-lubbee.
Cun-ne-ho-chubbee.	Chef-fa-to-nah.	Cun-ne-tam-bee.
Co-chubbee.	Charles.	Cut-a-po-la.
Cun-noon-ta-mah-ho-nah.	Chit-o-kubbe.	Chik-mah-em-ah-tubbee.
Cun-noon-tah-cubbee.	Chif-fa-ti-yah.	Cun-e-me-to-nah.
Cun-noon-tah-cubbee.	Chuf-fa-ho-ka.	Cole-Coleman.
Creeday.	Chook-mam-le.	Colbert.
Cun-ne-tam-bee.	Cha-le-ho-nah.	Cham-a-ha-jo.
Con-che-te-mah.	Chaf-ubbe.	Che-po-ka.
Chah-ley.	Cheffa-to-nah.	Cah-te-mah.
Cun-no-ma-tubbee.	Che-co-tubbe.	Cha-fahn-to-nah.
Cus-cahtick lah (or Yock-	Cha-wah-te-ah.	Can-cha-ho-nah (or Tan-
a-na-ho-mah).	Chick-a-mah.	cha-ho-nah).
Chille-tah.	Chef-fa-to-no-wah.	Cuffah-ka.
Cun-na-mam-lee.	Cha-lan-tah.	Cun-ne-mah.
Chin-sah.	Chick-a-sah-ho-ka.	Co-chubbee.
Cun-noon-tah-chubbee.	Chef-fo-ti-yah.	Cun-oon-ta-mah.
Chum-tah.	Cho-ho-ka (or Ah-chu-	Cun-oon-ta-bee.
Cun-ah-ha-mah.	wah).	Che-ni-la-ho-ka.
Cun-e-mam-la.	Che-mah.	Con-o-he-mah.
Cun-e-mah-tim-ah.	Chuk-fy-noo-sa.	Con-sha-ho-nah.
Cun-un-tah-lee.	Chil-le-tam-be.	Cun-oon-ta-kah.
Can-un-tah-mah.	Chuf-fa-tu-nubbe.	Chuf-fa-tubbee.
Cun-e-ubbe.	Chef-fa-ho-ka.	Che-ho-a-to-na.
Cun-e-mam-lee.	Chick-oon-tubbee.	Cha-cha.
Cun-e-me-yubbe.	Chif-fo-ti-ya.	Cha-co-nubbee.
Co-ah-ho-mah.	Chuf-fa-tubbee.	Co-cha-tam-co.
Cun-e-mah.	Chef-fah-hin-lubbe.	Carson (or Ka-chi-en).
Chaffa-to-nubbe.	Cun-ne-tam-be.	Chuf-fa-ta-no-la.
Cun-e-o-te-kah.	Che-lok-kee.	Cham-pa-ya (or Sham-
Che-kah.	Chick-e-mah-ho-yo.	pi-a).
Cun-e-mah-ho-nah.	Chum-pah-te-mah.	Choom-pa-ho-ka.
Chin-alle.	Can-o-me-tubbe.	Chuffa-tubbee.
Chille.	Cun-e-ah-he-mah.	Cobb Pickens.

Cobb Any.	E-mock-mahn-tubbee.	E-lah-ne-ho-nah.
Cobb Molly.	Eho-ah-to-nah.	E-glen-ubbe.
Chuffa-to-ke-ubbe.	Eah-la-ho-nah.	E-lu-nah-tubbe.
Chook-ah-tal-le.	E-ho-yo.	E-le-no-ah-chubbe.
Cush-o-nah.	E-ah-ho-ke-ta.	E-ah-tah-ah-ho-mah.
Chil-le-ta.	Emah-ho-kah.	E-le-mah-ho-nah (or La-
Cun-oon-tick-cah.	E-lah-moon-tubbee.	mah-ho-nah).
Cune-me-tim-ah.	E-a-mock-in-tubbee.	E-mo-nubbe.
Chok-tah-ho-ma (or Pis-	E-mo-mah-ho-ka.	E-lah-u-kah.
it-ti-yah).	E-ah-ho-nah.	E-cah-le-ho-nah.
Chas-po-ho-nah.	Eah-ho-nubbee.	E-li-o-te-ka.
Che-mah-le-ho-ka.	E-man-te-ah-ho-ka.	E-klen-ah-tah (or E-glen-
Cut-te-o-to-mah.	E-ah-chubbee.	ah-tubbe).
Cun-ne-me-ubbe.	E-lam-bee.	E-ah-ho-ka.
Caleb John.	E-ah-tubbee.	E-ki-o-nubbe.
Con-she-ho-ka.	E-o-tubbee.	E-lah-ha-cubbe (or Il-ah-
Cole, Colbert.	E-lah-nubbee.	he-kah).
Cole, John.	E-low-e-te-mah.	E-ah-to-nah.
Cole, Augustin.	E-yosh-moon-tubbee.	E-li-o-te-mah.
	E-o-nah.	E-lap-no-wah.
Dyer, Lucinda.	E-coffe-tubbee.	E-ah-ho-nubbee.
Dyer, Nelly.	E-ah-ha-cubbe.	E-ah-ho-tim-ah.
Dyer, Jeremiah.	E-o-kah-tubbe.	E-li-yubbe.
David.	E-o-kah-tubbe.	E-yal-a-ho-ka.
Dixon.	E-mak-ko-nubbe.	E-la-pa-subbe.
Davis.	E-lah-ho-to-nah.	E-la-lo-ma-tubbe.
Dennis.	E-lu-nah-tubbe.	E-lah-ho-nah.
Durant, Pierre.	E-me-la-chubbe.	E-mah-to-kah.
Durant, George.	E-mish-toe-nah.	E-le-ah-tubbe.
Durant, Vina.	E-lah-e-shubbe.	E-la-cha-te-mah.
Durant, Sylvester.	E-lo-nah.	E-ah-he-tubbe.
Durant, Jefferson.	E-o-tim-ah.	E-ha-la-to-nah.
Durant, Isham.	E-la-yo-kak-tubbe.	E-la-ho-te-mah.
Durant, Sophia.	E-mi-ah-tubbe.	E-me-la-to-nah.
Durant, Charles.	E-math-la-cubbe.	E-mock-he-tubbe.
Dyer, Polly.	E-la-pe-ah.	E-lah-he-kah (alias E-la-
	Ela-pe-sa-ho-ka.	ha-cubbe).
E-o-ta.	E-le-ah-ho-nah.	E-ah-tubbe.
E-mait-cha-tubbee.	E-lah-pun-ah-ho-yo.	E-ho-ah-to-nah.
Esteeupunna-koka.	E-la-pam-le.	E-la-pe-wah-ho-nah.
E-la-ho-yo-ta-ma.	E-mah-yah-ste-mah.	E-ma-che-ah-ho-nah.
E-mach-o-nubba.	E-lah-took-am-be.	Eah-eah-tim-ah.
Em-a-la.	E-la-po-nubbe.	E-lah-fe-tu-nah.
E-mam ba.	E-la-ho-tubbe.	E-ah-to-nah.
E-la-to-nubbee.	Em-ma-le-ho-ka.	E-ah-an-tubbe.
E-li-che-to.	E-la-ho-ta-ka.	E-lah-tah-tubbe.
Ea-to-na.	E-le-ho-yo.	E-as-tu-ubbe.
Een-puk-a-nubbee.	E-ok-tam-bee.	Eli-pipa.
Eli-lubbee.	E-mith-lubbe.	E-oh-tah.
Ea-ish-ya.	E-mish-ah-ho-nah.	E-ah-ha-tubbe.
E-muth-pa-sa-lubbee.	E-ah-ho-chubbe.	E-lah-pah-nubbe.
E-me-she-ho-na.	E-lu-nubbe.	E-ah-le-ho-tim-ah.
E-lo-tu-ne.	Eah-kiah-ho-ka.	E-Cah-tah.
Ema-ho-na.	E-ah-ho-nah.	E-lap-in-tubbe.
E-yo-ko-tubbee.	E-lap-o-tim-ah.	E-yah-ah-to-nah.
E-laah a ho-na.	E-male-le.	E-la-shubbe (or Billy N-
Eli-an-ne-ho-nah.	E-lah-ho-tim-ah.	kon-Shaw).
E-a-chub-bee.	E-lah-u-kah.	E-ya-ka-tubbe.
E-a-han-tubbee.	E-ca-we-che.	E-mish-te-ubba.
E-man-o-a-tubbee.	E-lah-pish-te-ah.	E-mo-nubbe.
Ea-ho-na.	E-lah-ho-ka.	E-ne-cun-e-ubbe.
E-la-is-te-ma.	E-lah-in-im-ah.	E-yah-hubbe.
E-la-cha.	E-ah-ho-ka-tubbe.	E-cha-pah-ho-nah.
E-ma-ho-na.	E-yak-o-tubbe.	E-lah-ho-yubbe.
E-lah-ho-te-mah.	E-lah-tam-be.	E-mack-lubbe.
E-lah-so-quah.	Eah-to-chubbe.	E-li-che-tubbe.
E-yok-a-ma-tubbee.	E-ah-ho-kah-tubbe.	E-mah-tall-ah.

E-mah-sha.	E-li-chin-tubbe.	E-ah-ham-bee.
E-li-chuf-cubbe.	E-li-he-nubbe.	E-lah-pe-ah-ho-nah.
E-me-ha.	E-la-ba-cubbee.	E-mah-om-be.
E-cha-po-tubbe.	E-lap-no-an-tubbe.	E-te-pok-a-nah.
E-lo-ok-chi-ah.	E-lah-che-ho-nah.	E-meen-tah-ho-nah.
Emo-nubbe (alias Im-mo-nubbe).	E-yah-ham-bee.	E-li-oon-ah.
E-lan-tubbe.	E-ah-ho-ka-te-mah.	E-lah-tubbe.
E-mah-no-wah.	Elice.	E-lap-ik-e-bah.
E-mah-ho-to-nah.	E-sha-to-nah.	E-yon-tah.
E-sha-ho-ka.	E-hu-e-te-tubbe.	E-mipah.
E-lah-tah-to-nah.	E-ah-cah-to-nah (or Cah-to-nah).	E-mo-thah-tubbe.
E-ho-ah-tubbe.	E-mis-tubbe.	E-li-o-te-mah.
E-lah-he-nubbe.	E-ah-ho-ṭe-mah.	E-lan-tubbe (or Tish-o-pi-a).
Edmund.	E-man-che.	E-a-chubbe.
E-yak-tubbe.	E-me-to-ho-nah.	E-la-ha-lu-ta.
E-yah-he-tubbe.	E-mo-no-la-cho-nah.	E-lo-ni-ah.
E-mish-tubbe.	E-ho-ah-tam-be.	E-lo-ho-ka.
E-lah-pah-ne.	E-le-o-ka-te-mah.	E-liza.
E-lah-pis-ubbe.	E-lah-yo-kah-to-nah.	E-mo-na-tubbe.
E-le-o-nah.	E-ah-ham-bee.	E-o-ca-tubbe-to-nah (or To-cubbe).
E-lah-pe-kah.	E-lo-mah.	E-whah-to-nah.
E-yah-ish-to-nah.	E-lah-pish-ah.	E-ah-kah-tubbe.
E-chah-pah.	E-cah-no-ah-ho-nah.	E-lah-ma-tubbe.
E-lo-ma-him-mah.	E-ah-ho-ka.	E-la-ha-cubbe.
E-ah-ham-be.	E-lah-to-nah.	E-la-te-mah.
E-lah-tubbe.	E-mam-be	E-mah-lubbe.
E-lah-ho-yubbe.	E-mah.	E-ah-tahn-tubbe.
E-mah-a-lubbe.	E-lo-nah.	E-ah-ki-ah-to-nah.
E-yak-a-che.	E-yah-ham-ba.	E-ah-ho-nubbe.
E-li-ho-kubbe.	E-hi-o-cubbee.	E-li-o-nubbee.
Esta-ho-yo.	E-man-cha.	Eatamla Charles.
E-lah-lo-ma-tubbe.	E-mah-nin-che.	E-mil-la.
E-cha-po-tubbe.	E-yak-ki-ah.	E-la-ho-tema.
E-lan-to-nah.	E-yah-ham-ba.	E-lan-tubbe.
E-as-ta-ho-nah.	E-ham-bee.	E-la-ta-i-ho-na.
E-bak-ah-tubbe.	E-ma-cha-tubbe.	Ea-ish-tubbe.
E-yah-tu-nah.	Eli-cha-tubbe.	E-math-lo-la.
E-mi-ya-tubbe.	E-lah-pa-ah.	Een-ta-ho-ka.
E-mo-na-ho-ka.	E-liza.	E-ma-lubbee.
E-yah-li-yah.	E-mah.	E-no-ka.
E-lak-che-te-mah.	E-li-tubbe.	E-li-za.
E-li-yubbee.	E-lah-e-mah.	E-lo-wa-tubbe.
E-bah-took-lah.	E-lo-yah-tubbe.	Eliza
E-lah-o-tubbe.	E-lik-hon-ah.	E-la-took-e-la.
E-ah-ho-nubbe.	E-lah-plo-ubbe.	E-lo-ma-chubbe.
E-yan-to-ho-ka.	Em-bo-tah.	E-la-pa-nubbe.
E-lah-po-chubbe.	E-ah-te-mah.	Elijah.
E-min-te-ho-nah.	E-o-kah-tubbe.	Ellen
E-lah-he-mah.	E-cha-po-tubbe.	E-o-tah.
E-la-ho-te-ah.	E-li-an-ne-ho-nah.	E-lah-pam-la.
E-ah-ho-nubbe.	Ex-ah-kah-ho-tubbe.	E-lah-we-tubbe.
E-lah-pish-ti-yah.	E-lam-bee.	E-ye-me-tubbe.
Este-mil-le.	E-mah-lah-te.	E-loom-ah-ho-kah.
E-yak-a-tubbe.	E-no-wah.	E-li-emah.
E-yi-ho-yo.	E-him-mah-la-tubbe.	E-lah-pa-lubbe.
E-yah-hah-tubbe.	E-ah-sha-tubbee.	E-no-wah.
E-mal-ho-mah (alias E-mah-le-ho-mah).	E-lah-ho-yo-ho-nah.	E-me-le-hubbe.
E-mah-tam-bee.	E-ah-lo-ho-nah.	E-la-u-ka-tubbe.
E-lah-ko-tubbe.	E-lo-mon-to-cubbee.	E-lah-pun-te-mah.
E-lah-ke-mah.	E-me-le.	E-me-la-ho-na.
E-lah-te-ubbe.	E-li-za.	
E-lah-ho-yo.	Eah-che-hubbe.	
E-li-to-nubbe.	E-lah-tim-ah.	
E-ya-le.	E-o-cutch-ah.	
E-ah-tom-bee.	E-chah-pah.	
	E-mah-shah-chubbe.	
		Faya.
		Fannubbe.
		Falle-cheto.
		Fal-a-min-chubbee.

Fe-ma-la.	Hol-la-chee.	Ho-te-ah-ho-nah.
Fa-nubbee.	Him-mo-ka-to-na.	Ho-yo-pa-tubbe.
Fe-tick-ah-chubbe.	Hoya (or Ahoya).	He-ka-h-tubbee.
Fil-e-ah-tubbe.	Hothma.	Ia-cha.
Fo-ka-h-lin-tubbe.	Ha-ma-yo-lubbee.	Ho-chubbe.
Fe-temah-ti-mah.	Hoth-ta-ma.	Ho-nah.
Fe-le-ka-h.	Hok-a-tubbe.	Ho-ta-che-ho-nah.
Fal-ah-moon-tubbe.	Ha-o-cho.	Ho-lima.
Fe-le-nubbe.	Hillubbee.	Hah-tak-lam-ah.
Fe-le-tah.	Hoy-e-ta-na.	Hock-la-ho-nah.
Fe-laka-tubbe.	Hoyo-ho-tubbee.	Hun-nubbe.
Fil-e-ah-tim-ah.	High-i-ho-na.	Ho-tim-ah.
Fo-ko-lin-tubbe.	Hol-la-chubbee.	Ho-tah-at-tubbe.
Fah-hah-mah-ho-nah.	Hem-a-che-na.	He-ka-h-tubbe.
Full-o-mo-tubbe.	Ho-pa-ka-che.	Ha-le-tubbe.
Fil-e-mam-le.	Hus-he-Mingo.	Hi-oun-ubbe.
Fal-lal-moan-tubbe.	Ho-ka-lo-che.	Ho-lah-bah-ho-nah.
Ful-le-ho-mah.	Ho-te-ma-ta.	He-ka-h-ti-mah.
Fun-ne-ho-mah.	Ho-ti-a-ka.	Ho-tan-yah.
Fa-la-moon-tubbe.	Ho-te-mo-na-ho-ka.	Ho-tish-tam-be.
Fil-e-ti-yah.	Hul-tuk-ho-ma.	Ho-tish-im-ah.
Fe-lah-moan-tubbe.	Hollah.	Ha-ka-a-ho-mah.
Fil-e-tubbe.	Hi-a-ca-to-na.	Hal-le.
Fo-look-a-che.	Han-nubbee.	He-kak-ti-mah.
Fish-o-ho-cubbe.	Hia-cutch-ee (or Hi-yo-ca- chee).	Hok-la-ho-nah.
Fo-le-na-te-mah.	Ho-ta-cubbee.	Ha-o-le-tim-ah.
Fa-lam-e-tubbe.	Ho-but-a-ka.	Ho-tim-e-ah.
Fish-u.	Hi-a-tubbee.	Hah-tak-ubbe.
Fil-e-cutch-e.	Ho-te-o-a.	Ha-tick-lilla.
Fa-lam-a-tubbe.	Ho-let-tah-ho-nah.	Ho-tik-ia.
Fal-am-a-tubbe.	Ho-te-nah-chubbee.	Ho-tah-tah.
Fal-am-ah-ho-ka.	Hi-ack-co-nubbee.	Hi-ne-ubbe.
Fil-e-tah-ho-nah.	Hick-a-tom-bee.	He-cubbe.
Fal-ah-mo-tubbe.	Hi-a-la.	Ho-te-ah.
Fille-moon-tubbe.	Hal-la.	He-u-ah-le-tubbe.
Fallo-ah-ham-be.	Ho-che-fo.	Ho-to-nah.
Fil-e-mah.	Ho-te-mah.	Ho-ne-tam-be.
Fil-e-to-nah.	Hop-pa-la-tubbee.	Hol-ba-tubbe.
Fe-le-moon-tubbe.	He-ne-ah-ho-nah.	Ho-ne-mah.
Fe-lem-e-tubbe.	Ho-to-man-cha.	He-nah-ho-mah.
Fin-min-tubbe.	Ho-ta.	Hook-e-la.
Fille-tah.	Ho-tah-ho-nah.	Hi-ah-ka-tubbe.
Fut-cha.	Ho-tam-bee.	Hath-la.
Fil-le-ca-tubbe.	Ho-lah-tubbee.	Hi-o-tubbe.
Fille-man-tubbe.	Han-nah.	Ho-yo-ho-nah.
Fah-lah-mah.	Ho-ha-cubbee.	Hool-lo.
Fan-e-ubbe.	Hith-ah.	Ho-ka.
Fo-lub-be-chubbe.	Ho-cubbee.	Ho-cha.
Fo-look-a-che.	Him-mock-ah-bee.	Ho-te-mi-ah.
Fitch-ik-no-wah.	Hi-ah-la-ho-mah.	Hon-oon-tam-ba.
Fish-ah-he-lubbe.	Ho-te-man-chubbee.	Hi-ah-ka-tubbe.
Fah-lam-bee.	Ha-chah.	Hi-e-le-ho-nah.
Fillubbee.	Ho-pa-na.	Ha-lubbe.
Fil-e-mon-e-ti-ma.	Ho-gla.	Ho-tim-ah-che.
Fil-e-mah-tubbe.	Ha-cho-na.	Ha-la-che.
Fa-lo-mah.	Hick-a-te-mah.	Ho-te-an-ah.
Fee-chubbe.	Ho-tan-te-ni-ah.	Hota-tim-ah.
Foster, Thomas W.	Hi-o-tah.	Ho-lis-ah-tubbe.
Foster, George H.	Ha-la.	Ho-yo-ubbe.
Foster, Elija G.	Ho-te-nubbee.	He-challe.
Frazer, Sweeny.	Ho-to-nah.	Ho-pak-o-nah.
Fo-ca-tubbee.	Ha-cubbee.	Ho-te-ah.
	Hi-o-te-mah.	Hik-it-e-ah-ho-nah.
George.	Hun-o-nah-tubbee.	Ho-tin-lubbe.
Gibson.	Ho-pl-ah.	Ho-yo.
Go-ma-chubbee.	Ho-te-ah.	Hon-ah-ho-tubbee.
Gibson.	Ho-bah-cha-ho-nah.	Hah-be-nah.
Gowin, Betsey.		Ho-yo-nubbe.

Ho-bah-tam-tubbe.	Ho-tish-le-ah.	Ho-ba-te-i-a.
Hok-e-lo-tubbe.	Ho-te-yah.	Ha-tubbee.
Ha-took-lubbe.	Ho-te-mah.	Hoh-tah.
Ho-te-tubbe.	Ho-yo-ho-nah.	Hi-ah-ko-nubbe.
Hush-e-ho-mah.	Hoy-ubbe.	Hi-ah-ka-mah-tubbe.
Hi-yo-la.	Hi-ak-ah.	Ho-le-to-pah.
Hol-le.	He-yape-ah-ha-jo.	Ho-ta-cubbe.
Hi-een-ah-tubbe.	Hi-yak-hubbe.	Hick-a-tubbe.
Ho-le-ti-ah.	Ho-che-fo-tubbe.	Ho-yo-ka.
Holla-ti-yah.	Hol-la-ho-nah.	Ho-to-nah.
Hok-lo-tubbe.	Han-ah-to-nah.	Hetty.
Ho-bah-to-mah.	Hi-ah-co-nubbe.	Ho-te-mah.
Ho-tan-tu-nah.	He-no-nah-tubbe.	Ho-pi-ah-ho-mah.
Hi-o-to-nah.	Hool-bah-tubbe.	Ho-no-que-ah.
Ho-te-mah.	Ho-nah.	Hun-oon-pah.
Hill-a-tubbe.	Ha-ba-nah.	Ho-pah-cubbe.
Ho-lis-so-ho-nah.	Ho-nah.	Ho-chah.
Hos-to-no-che.	Ho-pah-ka-tubbe.	Hong-ki-o.
Hio-gale.	Ho-lah-cha.	Ha-cubbe.
Hi-yah-kubbe.	Ho-lah.	Hoth-te-ma-ho-yo.
Ho-chubbe.	Ham-bee.	Hoth-te-ma-ho-yo.
Han-tubbe.	Ho-ni-o-nubbee.	Ho-ma-a-che.
Hush-shook-ho-mah.	Ho-te-mah.	Hik-in-tubbe.
Ho-te-mah.	Ho-yo-an-tubbe.	Hick-a-tubbe.
He-kah-tubbe.	Han-ah-mock-ah-yah.	Ha-yo-pa.
Ho-te-mah.	Ho-to-ak-ah.	Hali-son.
Hus-ke-ah-hooc-ta.	Ho-tah-ho-nah.	Ha-to-na.
Heo-te-mah.	Hon-to-nah.	Ho-ba-tish-ubbe.
He-lubbe.	Ho-lah-te-mah.	Ho-ti-kah.
Ho-yubbe.	Hoo-nah.	Hok-ta.
Hah-la-le.	Ho-me-ho-tubbe.	Ho-ka-lo-tubbe.
Ho-te-nah.	Ho-bah-tam-bee.	Hush - to - nubbee (alias
Hool-bah-tubbe.	Hah-nubbee.	Ae-ma-to-cubbe, alias
Hushe-te-mah.	Hi-ak-e-tubbee.	O-gle-ish-ti-a).
Hok-sa-gee.	Han-nubbe.	Ho-yo-ho-nubbee.
Hi-yok-ah.	Hool-bah-ho-nah.	Ho-lin.
Hi-ape-ha-sa.	Hik-e-yah.	Ho-na-chi-to.
Ho-pi-yah.	Ho-nah.	Ho-cha.
Hoo-sah-tubbe.	Hi-ah-ka-tubbe.	Ho-cha.
Hoo-che-mah.	He-lubbe.	Ho-te-ock-a.
Heith-lah-tho-nah.	Ha-man-che.	Ho-yo.
Ho-tubbe.	Ho-kubbe.	Hol-la.
Ho-mok-o-nubbe.	Hik-ah-che.	Ho-e-ho-nah.
Ho-to-pah-le.	Him-ah-ubbe.	He-ke-ah-ho-nah.
Hoth-te-nubbe.	He-ka-che-ho-nah.	He-kah.
Ho-be-ti-yah.	He-ah-ka-ish-to-nah.	Ho-ba-te-yah.
Hin-che.	Ho-ka.	Ho-to-nah.
Ho-te-kubbe.	Hun-nuk-ubbe.	Ho-chubbe.
Hoth-te-nubbe.	Ho-ba-tubbe.	Ha-mook-lah-tubbe.
Ho-tubbe.	Him-mock-am-bee.	He-to-nah.
Ho-pah-ka-ho-nah.	Ho-te-mah.	Ho-te-mi-ah.
Hush-hook-ho-nah.	Hi-a-to-nah.	Ho-yubbee.
Hi-tuke-pa-ho-ma (or	Ho-yo-pah.	Ho-tam-bee.
Yak-i-ah).	Ho-ta-ho-nah.	He-in-tim-ah.
Hush-e-no-wah.	Ho-tah-lah-ha-mah.	Hoo-too-nah.
Hi-em-e-te-mah.	Ho-le-ba-chubbee.	Hoo-la-te-i-a.
Hi-o-tubbe.	Ho-che-nah.	Hock-lo-hatt-ah.
Hi-a-lee.	Ha-ta-mah-ho-nah.	Ho-ba-lah.
Ho-yubbe.	Ho-ka.	Ho-yo-ki-ah.
Hash-ah-i-ta-nah.	Ho-te-nah-ho-nah.	Hock-a-la-tubbee.
Hi-a-lee.	Ho-pah-kah.	Hash-ta-sho-nah.
He-ki-yuable.	Ho-pi-ah-tubbe.	
Ho-te-nah.	Ho-shin-she-ho-mah.	Is-te-a-ka-la-ho-na.
Hi-en-e-chubbe.	Ho-yo-pa.	Is-tam-ba.
Hah-mook-la-ho-nah.	Ho-e-o-na.	Is-tilla-bala-tubbee.
Ho-chon-chubbe.	He-a-ka-ti-na.	Ia-ma.
Ho-pa-hin-tubbe.	Hotch-a-ka.	Is-ti-e-a-tubbe.

Ish-kumma.	Illa-con-a-tubbee.	Ish-to-ni-ye.
Is-tam-ba-la-bee.	I-ok-lo-tubbe.	Ish-tem-bo-la.
Ista-pe-ca-nubbee.	I-e-ne-tim-ah.	Im-uk-tah-nubbe.
Ish-te-mei-a-nubbee.	In-pak-nah-ho-nah.	Ille-tubbe.
Is-tam-cha.	Im-ah-illa.	Im-ah-chi-ah.
Is-tim-a-la-ho-na.	Iye-le-he-mah (or I-la-ho-nah).	Ish-mi-ah-ho-nah.
Is - o - gla - te - ma (alias Oclatema - Im - mil - o - ho-na).	Isaac.	Is-sta-cha.
Is-tam-tubbee.	Im-my.	Ish-ton-ok-eu-ah (or Ish-ton-ah-kue-ab, or Nok-we-ah).
Ish-tam-yah.	Ik-o-nah-te-mah.	I-yok-e-tubbe.
I-ubbee.	Ish-te-ah-ho-nah.	Ish-un-ah-ho-ka.
Is-tam-to-na.	Ish-te-lah-ne.	Im-mah.
Is-ta-ho-la.	Ish-tah-ho-va-ho-nah.	I-e-ah-ho-nah.
Iste-man-cha-ho-na.	Im-ah-le-ho-nah.	Im-ho-ah-to-nah.
I-o-wa-che.	Ish-lah-ho-ka.	Im-i-e-ah-ha-tubbe.
Ick-a-na.	Ish-ta-mah-ho-nah.	Ish-to-ka-ho-tim-ah.
Im-ubbee.	It-a-pe-sah.	Ish-te-me-lubbe.
I-a-tubbee.	Ish-te-mi-ah.	Ish-ho-yo.
Im-mish-to-nah.	In-lah-tim-ah.	Im-ok-po-to-tubbe.
I-a-mah.	Im-al-to-va.	Ish-tubbe.
I-sum.	Im-e-lubbe.	Ik-io-ne-nah.
Ish-a-tubbee.	Ish-te-mah.	Ish-ta-lo-la-tubbe.
I-sim.	Ish-to-me.	Is-tubbe.
Ish-te-mahn-a-chubbee.	Is-tubbe-hattah.	Ish-no-wah.
Im-mah-la-hubbee.	Ish-tu-nah-tubbe.	Isaac.
Im-mi-e-ho-to-nah.	Ish-ta-ah-ho-nah.	In-lah-cubbee.
I-ah-nin-tubbee.	Ish-taho-nah.	Ish-ah-hok-ta.
Ish-wa-chubbee.	Io-ka-to-nah.	Im-ah-ho-yo.
I-to-tubbee.	Im-pun-ah.	Ish-tah-ham-me.
Ish-to-mah-ho-nah.	Is-shan-ke-ho-yo.	Ish-ta-uek-la.
Im-sey.	Ish-ho-ni-ye.	I-tun-la-tubbe.
Im-moch-fo-quah-tubbee.	Ish-tubbe-ho-ka.	Is-te-me-chubbe.
Ish-ton-te-mah.	Im-an-o-tik-a.	Im-ah-no-ah-tim-ah.
Ick-neth-lo.	Ish-tan-we-che.	Ish-tah-tubbee (or Big Jacob).
I-a-hubbee.	Im-ah-ho-nah.	Is-til-i-ah-ho-ka.
Ish-tim-a-so-yo.	Ish-to-nah-che-ho-nah.	Ish-ti-o-pa.
Im-mah-tha-chubbe.	In-lah-tubbe.	I-yo-co-nubbe.
Is-un-mah.	Im-om-ubbe.	Ish-te-ah-ho-ka.
I-o-glah-tubbe (or Hus-tuk).	Ish-tah-lubbe.	Im-al-tah-ho-nah.
I-a-mah.	Im-ah-ho-yo.	I-ok-la.
Illa-ho-nah.	Illa-ho-yubbe.	Ish-tah-hook-tah.
Ish-ta-ka.	Insh-kam-ah.	Ish-tah-tubbe.
Ooos-ta.	Ish-tal-ath-i-ah.	Ish-ti-ah.
Ish-ta-ho-nah.	Ish-tal-lah-ho-nah.	Il-ah-chaf-fubbe.
Ish-sham-bee.	Im-ah-ho-ka.	I-a-nah.
I-orth-la.	Is-ho-ka (or Ath-le-ho-ka).	Im-uth-ta-ha-to-nah.
Illa-ho-ka.	Ish-tah-yo-co-nah.	Ish-li-vah.
Illa-glah-to-nah.	In-am-be.	I-o-ko-nubbe.
I-a-mah.	I-yo-nah.	I-map-kan-che.
Ish-te-lah-mah.	Ish-pah-lah-te.	Itte-ho-mis-tubbe.
Ish-wah-ki-yo.	Im-ah-tish-e-ho-nah.	Im-mo-nubbe.
Ish-te-mah-ka.	Ish-im-ah-ho-ka.	Ilah-ish-te-mah.
I-con-nah.	Ish-te-mi-o-nah.	It-ta-mith-ubbe.
Im-mah-no-wah-ho-nah.	In-lah-to-nah.	Im-me-ho-nah.
Im-mock-kah-ho-nah.	Im-pun-ah.	I-tu-nah.
Io-pun-na-chubbee.	Ish-ti-ah.	It-ah-ho-bo.
Im-mish-ti-yah.	Ish-tam-mo.	Ish-me-ah.
I-o-ke-a-to-nah.	Ish-te-me-le-ho-ka.	Ib-ah-no-wah.
Ish-tah-shubbee.	Ish-ti-ah.	In-chuk-mah-ho-yo.
Ish-tah-lah.	I-ath-le-pah.	I-bak-ah-hubbe.
Im-me-ho-ba-tubbee.	Im-ah-le-ho-nah.	I-lah-yo-kubbe.
Ish-to-mahlone-chubbee.	Ish-ta-lubbe.	I-ha-kon-bee.
Ista-min-cha-tubbee (or Mincha).	Ish-te-mi-ah-ho-ka.	Ilah-no-la.
Im-mah-lah-te-mah.	Is-te-che.	Ih-gah-tubbe.
	In-lah-ho-nah.	Ish-te-ma-ho-nah.
	I-ah-che-ho-nah.	
	Im-ah-tah-ho-nah.	

In-too-lah.	I-lik-e-tubbee.	Ish-ta-ho-lubbe.
I-ha-kah-tubbe.	I-al-ba.	I-wa-tu-nah.
I-lap-im-hah.	Ish-tan-tubbe.	I-ah-ka-ho-che.
Im-ah-talle.	In-tah-hubbe.	I-yo-ho-nah.
I-ape-ah-tubbe.	Im-ah-no-wabbe.	Im-ah-no-le-ham-be.
I-ik-len-ah.	Ish-tal-lah.	It-e-mi-ya- (or Man-ya).
I-yo-ke-nubbe.	In-lah-tubbe.	I-yo-wa.
I-hik-e-tubbee.	Ish-tah-tubbe.	Ish-te-chubbe.
I-mut-te-ah.	Is-te-mi-o-nah.	Il-le-no-wa.
I-ok-Che-ho-ka.	Ish-tesh-tan-be.	Ish-no-wa.
Im-ah-yah.	I-yo-nan-te-nah.	Im-na-no-le-ho-yo.
I-em-na.	Ish-tah-ho-nah.	Is-stubbee.
In-tu-la-ho-ka.	Ik-ham-ah.	Im-po-nah.
Ish-to-pah-nubbe.	I-ath-le-pah.	Im-mogla-chubbe (or O- glah-chubbe).
I-lap-o-nah.	Ish-tan-to-nah.	Im-me-yah-ho-nah.
Ish-tan-te-mah.	Ish-ta-ne-mah-tubbe.	Im-mo-nah-ho-ka- (alias Na-wa).
Ish-ko-chubbe.	I-orth-lah.	Im-pi-ah.
I-o-pa-chee.	I-yo-ko-mah.	I-o-mah.
Ish-la-ho-ka.	Ish-ta-hem-ah.	I-o-gla.
Ish-ta-bo-la.	I-e-ton-lah.	Ish-tim-mah-la.
Im-o-na-ho-ka.	Ish-te-mah-ho-nah.	I-a-min-tah-ho-ka.
I-it-tu-lah.	I-math-pis-a-tam-be.	Ish-ta-ah-ha-cubbe.
Ish-te-mak-ah.	Ish-ho-ya.	Im-mah-sho-mah.
Ik-tah-te-mah.	Ish-tah-a-mah.	Il-la-che.
Ish-te-mi-yah.	Ish-tah-he-mah.	Ish-tah-ho-pah.
Ish-te-ma.	Ish-tah-ah-ho-mah.	Ish-tah-lubbe.
It-e-lak-na.	I-tin-lah-him-ah.	It-tah-low-echah.
Ik-be-tubbe.	Is-chaf-ubbe.	Im-mo-nah-to-nah.
Il-ah-ish-to-nah.	I-yo-lah.	Im-mo-na-tubbe.
Ish-tik-ah-tubbe.	Ish-tah-ho-nah.	Ish-te-mah.
In-sha-la-tubbe.	Ish-ton-tin-ah.	Ish-tahn-tah.
Io-yah-hubbe.	I-kah-po-lubbee.	Im-mah-tiyah.
I-yah.	Im-me-ho-ka.	Ish-ti-a-mah.
Ish-tah-pak-mah.	I-an-ta-tubbe.	I-a-nah.
I-ask-ka-mah.	Ish-tah-ho-nah.	Im-me-sha.
Il-le-ho-ka.	Ish-ti-o-klu.	Ish-tah-ho-we-cha.
I-oath-ah.	Ik-lan-ubbe.	Ish-stanthly.
Il-ah-e-mah.	Ish-to-ho-yo.	Is-te-me-i-a.
Im-ish-too-nah.	I-o-bon-ubbe.	Im-mo-na-ho-yo.
Im-ah-tha-kah.	Ish-ten-eah-to-nah.	I-cha.
Im-ah-i-sha.	Ik-len-ah.	Im-ma-to-ho-ho-na (or A- to-ba).
I-m-mil-le.	Ish-to-nan-chi.	Im-mah-sah-che.
Ik-lan-ah-tah.	Ish-pah-na.	Is-ton-a-ka.
Im-ish-le-ah.	Ish-tim-mi-ho-ya.	I-o-glah.
I-a-che-ho-nah.	Ish-a-ho-nah.	Ick-glen-a-hee-cha.
Ish-ti-o-nah.	Io-ka-chubbee.	Ish-te-mah-o-nah.
Il-hool-bah-tubbee.	Il-la-con-nah-tubbe.	Il-ie-o-tubbe.
I-lah-ho-tubbe.	Ish-tin-mo-na-chubbee.	Im-al-to-bah.
I-hi-o-tubbe.	I-co-mah.	Im-ah-lah-ho-nah.
I-lah-ha-be-to-nah.	Im-ubbee.	I-o-koon-ah.
I-bah-wa-che.	Im-moon-tubbee.	Ik-be-ho-nah.
Il-ah-ish-te-mah.	Ik-ko-nah-ho-nah.	Im-mah-na-chubbee.
I-een-la-hubbe.	Il-la-mo-to-nah.	Im-mis-te-mah.
I-o-ga-be.	Im-mah-ho-nah.	I-mah-pi-sah-timah.
I-o-kubbe.	Il-la-ho-chubbee.	I-mah-tah.
I-sham.	Im-il-le.	I-o-ka.
Isk-te-kubbe.	Im-ah-ho-tonah.	I-o-a-ho-ma.
I-ha-ne-ubbe.	Is-tim-ah-ham-be.	Illah-payn-to-nah (or To- nah).
It-e-ok-chak-ko.	I-o-pan-ubbe.	I-ah-ho-to-nah.
Ish-tah-ho-ho-tubbe.	In-ah-lubbe.	Ish-te-mah.
I-yo-mah-ho-ka.	In-ish-tam-be.	I-la-tubbe.
I-o-gle-te-mah.	Ish-to-me-hah-tubbe.	I-o-ma.
Ish-tah-ho-cubbe.	I-it-ah-nubbe.	
Ish-te-mah-le-chubbe.	Im-ah-to-nah.	
I-yo-nah-te-mah.	I-ok-lo-hubbe.	
Ish-tah-ho-nah.	In-no-tubbe.	

Jackson.	Ko-nan-chubbe.	Ke-ka.
Jack (alias Ona-lubbee).	Ka-tha-ho-nah.	Kan-alle.
Joshua.	Kan-che-tam-be.	Koo-cha-tiyah.
Jones, Jenny.	Kah-no-ma-ho-nah.	Kan-che-ho-nah.
Joel.	Kis-tubbe.	Kah-no-me-he-mah.
John.	Kan-che.	Kush-ah-hooc-ta.
John.	Kun-ne-ah-ho-nah.	Kun-o-te-ma.
John-im-mey.	Koos-ta-na.	Kurney, Charles.
Jackson.	Kut-fah-hah.	Kon-e-moon-tah.
Josephus.	Kah-il-le.	Ken-che-to-ah.
Jipie.	Ka-tubbe.	Kearney, Creesay.
Jackson.	Kah-non-te-ubbe.	Kearney, Wilson.
Jep.	Kanche-ho-ka.	Kearney, Josephus.
Jefferson.	Kun-e-tah-ho-nah.	
Josey.	Kah-po-tubbe.	La-pin-tubbe.
Jum-pah (or Chum pah).	Ke-ille.	Lewis.
Johnny.	Kun-ne-a-tubbe.	Loma.
Jake.	Kam-pe-tubbe.	Look-fan-cha.
Jinny.	Ka-to-nah.	Laris.
Jo-se.	Kah-tam-bee.	Lo-sho-ma.
Jim.	Ka-yu-hubbe.	Lushta.
Joses.	Kush-oon-an-che-hubbe.	Lo-ka.
Johny.	Kun-ne-ah-ho-nah.	Lo-mo-ka.
John.	Ka-ha-le-ho-nah.	La-pa-sa.
Jepe.	Ko-bah-tom-bee.	Lo-mah-ka.
Jim-Tom.	Kal-so-tah.	Li-la.
John.	Kush-ah-nam-bee.	Lis-mah.
Jinny.	Ke-lis-ta.	Li-la.
Jackson.	Kah-lo-tubbe.	Lah-sa.
Jones, Levi.	Kik-e-te-mah.	La-man.
James.	Ke-yo-ho-nah.	Lah-pah-ho-nah.
	Kan-ah-to-nah.	Lucy.
Kan-she-ho-to-ma.	Kun-e-mah-ho-nah.	Lo-ma.
Kan-cha.	Kush-oon-a-mus-tubbe.	Low-ch-te-mah.
Kunnea.	Ka-yo-he-mah.	La-sho-mah.
Ke-yo-cubbe.	Kal-po-tubbe.	La-mah.
Kon-the-tubbe.	Koo-chubbe.	Li-za.
Kan-oon-tubbe.	Ka-o-cubbe.	Lah-sa.
Kon-che-ho-ka.	Kun-e-tom-be.	Lah-po-ka.
Kan-oon-tubbe.	Kam-pillah.	Lo-mah-ta-ka.
Kan-che-to-nubbe.	Kam-pilla.	Lah-pah-te-mah.
Kon-che-tam-be.	Kon-kah-noos-ko-bo.	Lush-pam-le.
Kun-e-moon-tubbe.	Kush-oon-an-cha-ha-ba.	Look-o-la-tubbe.
Kom-pil-lah.	Ko-noo-tubbe.	La-po-te-mah.
Kon-e-toon-tubbe.	Kun-e-ah-to-nah.	Le-ah-ho-nah.
Kon-che-ti-ah.	Ke-ah-na-chubbe.	Lo-man-to-nah.
Kan-che-ti-ah.	Ko-tah.	Lucy.
Kan-oon-ta-tubbe.	Kan-sho-nun-she-hubbe	Lo-sho-mah.
Kan-oon-ubbe.	(or Billy John).	La-mah-ho-nah.
Kon-me-mah-ubbe.	Kun-ne-ah-ho-nah.	Lo-ma-tubbe (alias E-la-
Kon-oon-tah-tubbe.	Ka-no-yo-he-kubbe.	lo-ma-tubbe).
Ko-tah.	Koo-tah.	Lo-mah.
Ka-chubbe.	Kan-cha-tom-la.	Lah-wah-ho-nah.
Kis-ah-nah.	Kan-che.	Lo-ko-tam-be.
Kon-che-tubbe.	Kuth-lee-lee.	Lo-sho-na.
Kan-an-ren-tin-tubbe.	Kun-e-an-che-ha-la.	Low-ah-tubbe.
Kem-ish-to-nah.	Kun-ah-ho-tubbe.	Lah-ta-kah (or Tom
Kam-pa-lubbe.	Ko-na-chubbe.	Billy).
Kooch-abbe.	Ka-le-ho-na.	Lo-ho-no-tubbe.
Ko-mubbe.	Ko-ke-i-a.	Low-wa-tubbe.
Kan-che-le.	Ka-o-tubbe.	Lo-sa.
Kun-ne-ahto-nah.	Ko-chubbee.	Lah-ha-nubbe.
Ka-ne-tin-be.	Kan-a-ho-te-ma.	Lo-mah-to-nah.
Kun-nal-le-tubbe.	Kish-u-mus-tubbe (or Ka-	Lap-ah-la.
Kan-cha-tubbe.	lubbee).	Lo-mah.
Kan-che-ma-ha.	Kon-che-ho-nah.	Lah-pa-sa-ho-nah.
Kah-ne-tah.	Ka-sa.	Lah-habbe.

Lash-pah.	Ma-ho-la-tubbee.	Mah-le-le-ho-nah.
Lah-nah-che-ho-nah.	Me-ah-te-ubbe.	Me-chubbe.
La-sho-ma.	M-le-ah.	Mi-ah-tim-ah.
Le-neah-ho-nah.	Mal-le-te-ah.	Me-yo-to-nah.
Low-ah-che.	Me-ah-tubbee.	Mo-nah-tubbe.
Lah-mah-ha-cubbe.	Mi-yah.	Mish-tah-tubbe.
Lap-oon-ah-bah.	Mo-min-tubbee.	Min-to-cubbe.
Lo-mah.	Mock-an-tubbee.	Malle.
Low-a-chubbe.	Mason.	Min-te-nubbe.
Low-um-che.	Mina.	Mah-ho-nah.
Lo-ma.	Mon-tah.	Me-ah-i-ah-chu-nah.
Lah-pahn-la.	Me-mock-a-wah.	Min-to-ha-nah.
Lo-mah-ho-shul-bee.	Me-ha-to-nubbee.	Min-ta-chubbe.
La-fah-tah.	Mah-la-ho-na.	Me-ah-sho-nah.
Li-wea.	Me-ah-sho-nah.	Mis-e-an-ha-tubbe.
Lewis.	Mary Ann.	Ma-hi-ye.
Lo-mah-tubbee.	Me-ah-sham-tubbee.	Mah-ha-cubbe.
Le-ah-ho-ka.	Meah-sho-tubbee.	Me-ah-chubbe.
Lah-pah-ma-tu-mah.	Mock-ah-to-nah.	Mah-le-le.
Lucy.	Me-la-ho-nah.	Mi-ah-tubbe.
Lo-wa-to-na.	Mo-me tim-ah.	Me-hah-kah-tim-ah.
Lo-wa-ho-ka.	Me-ha-tubbe.	Man-chubbe.
Lo-ma-ho-na.	Mok-a-chubbee.	Mo-sho-le-tubbe.
La-ho-na.	Mah-no-te-mah.	Me-shun-tah-tubbe.
Lo-wa.	Me-ah-ish-tam-be.	Mish-een-ah-to-nah.
Lub-bee.	Mak-ah-le-ho-nah.	Mah-le-ah.
Lirea Ann.	Math-la.	Min-te-chubbe.
Lo-ma-ka.	Ma-che-tubbe.	Me-ah-she-mah.
Lovie.	Min-tah-hubbee.	Me-hah-tim-ah.
Lo-mah.	Mah-han-tubbe.	Ma-la-he-yo-che (or Math-
La-ti-ma-sha.	Me-la.	le-hi-o-ja).
Low-a-tam-ba.	Mak-ah-hi-ah.	Me-ah-to-co-nah.
La-sin.	Me-ah-sho-tubbe.	Me-he-ah-chubbe.
Li-la.	Me-nsh-e-mah.	Mo-min-tubbe (or Billy
La-i-e-ma-ho-na.	Mak-a-le-ho-ke.	Jackson).
La-pa-ta-ma.	Mo-min-tubbe (alias Mo-	Mo-min-che.
Lah-ma.	ma-cha).	M-ha-che.
La-pish-no-wah.	Mah-to-nah.	Me-ha-te-kubbe.
Loo-ak-ish-tubbe.	Mah-ke.	Me-cam-bee.
Lap-ah-hove-ta.	Mah-ye (alias Ok-lih-mi-	Mo-sha-kal.
Lah-pim-a-ho-ka.	ah).	Mue-la-le-chubbe.
La-pa-chubbee.	Mah-he-cubbe.	Mingo-hapia (alias Ne-ta-
Lucy.	Me-he-yo-ka-lubbe.	cubbe).
Lo-wa-tubbe.	Me-ah-shu-nah.	Me-sham-bee.
Low-in-cha.	Min-te-hubbe.	Mi-o-nubbe.
La-po-nubbee.	Moc-ah-be.	Mi-yah-ho-nah.
	Mal-le-tubbe.	Mo-shu-lak-a.
Ma-ha-to-na (or Waba-	Me-he-le-ho-nah.	Mah-to-nah.
tona).	Mah-ah-tah-ho-nah.	Mam-bah.
Molly.	Me-o-chubbe.	Mo-min-che.
Min-ta-ho-to-na.	Mi-ah-tubbe.	Mul-la-le-ho-nah.
Manc-che.	Muk-ah-ho-tim-ah.	Me-ash-pal-lah.
Mon-in-tubbe.	Me-he-o-tim-ah.	Mah-li.
Min-te-nubbe.	Mak-e-ubbee.	Moon-tah.
Mak-kee-ha-to-na.	Me-hah-tah-tah.	Me-ha-tubbe.
Ma-al-e-he-ma.	Me-he-looth-tubbe.	M-she-he-kubbe.
Mut-ta-ho-na.	Mingo-homa. See Capt.	Me-ha-che.
Mul-tubbe.	Bob.	Mush-a-lah-kah.
Mal-cho-na.	Me-tah.	Ma-he-tubbe.
Mon-to-na.	Me-ash-fane-ubbe.	Mul-a-tubbe.
Mal-a-ke-tubbe.	Me-ah-che.	Mah-lah.
Mach-ca-ho-na.	Me-hah-tish-te-ah.	Minte-ho-nah.
Man-sha-tubbee.	Min-te-ho-yo.	Ma-ko-ka.
Ma-hubbee.	Me-ah-shin-tubbe (or Me-	Man-tubbe.
Ma-to-na (alias Ona-to-	ash-in-tubbe).	Mo-nim-tubbe.
na).	Me-ah-ho-ka-tubbe.	Me-tah-lah.
Me-hi-a-te-na.	Me-she-mah-tubbe.	Mi-yah-tubbe.

Mah-ka-tubbe.	Me-ah-shu-nah.	Na-i-o-ka.
Mah-yah.	Me-ah-ho-nah.	Nancy.
Me-hat-e-she.	Me-hi-o-tubbee.	No-a-te-ma.
Mah-ko-cha.	Min-ta-hubbee.	Nat.
Mah-ho-tubbe.	Moon-ta.	Nancy.
Muk-am-bee.	Moon-tah.	Ne-take-in-lubbee.
Mulla-tubbe.	Me-la.	No-wa.
Mi-ya-cubbe.	Ma-ha-lo-ma-tubbee.	Nok-o-nubbee.
Me-ha-che-tubbe.	Min-ta-ho-ka.	Nok-any-ta-ya.
Me-yah-tubbe.	Ma-hen-to-nah.	Nin-ta-ho-ma.
Ma-ha-te-tubbe.	Ma-ha-cha.	Nock-ubba.
Mah-o-ka.	Mah-ho-nah.	Nock-ne-mi-yubbee.
Me-ho-te-ah.	M-ah-sho-nocka.	Nol-a-tubbee.
Me-she-mah-ho-nah.	Moon-tubbee.	Nok-ne-a-tubbe.
Muk-in-tubbe.	Me-o-tubbee.	Nah-na-e-mah.
Me-ha-to-nam-bee.	Mah-le-ah-tah.	Nah-sa.
Me-haw.	Min-te-hubbee.	Nock-a-way-chubbee.
Me-shom-ti-yah.	Ma-an-too-nah.	Nock-a-la-ho-te-mah.
Me-ha-che-to-nah.	Mal-la-le-ho-nah.	No-se-ho-nah.
Muttul-bee.	Ma-lo-la-ho-nah.	Ne-hi-ah-to-nah.
Me-ah-sho-ka.	Ma-lubbee.	No-ah-ho-tubbee.
Mah-la-ho-ka.	Mis-to-bo-yea.	Nock-a-che-tubbee.
Me-sham-le.	Mook-ka-fa.	Nock-a-na-ho-nubbee.
Me-ha-took-ho-nah.	Mi-yah.	No-la.
Mah-le.	Min-tah-chubbe.	No-ah-to-nubbee.
Mab-e-ti-yah.	Min-te-ho-yo.	Ne-la.
Mal-as-ho-nah.	Me-he-tam-be.	Nock-a-na-chubbee.
Ma-sho-la.	Ma-ha-to-na.	Nock-a-nubbee.
Ma-chubbe.	Min-ta-hubbe.	Nock - e - a - chubbee (or
Me-he-mah.	Me-ah-shia.	Chub-bee).
Me-ah-she-mah.	Me-ha-to-na.	Na-chubbe (or Nock ne-
Me-sha-tubbe.	Mish-sham-be (or Me-ash-	chubbee).
Me-sha-tubbe.	am-be).	Nokis-tah-ahah.
Me-shone-tah-tubbe.	Me-a-tube.	Nan-to-wah-yo.
Me-ho-te-mah.	Mal-la-ho-ka.	Nook-a.
Moon-tubbe.	Muth-toon-bah.	No-ke-mo-nubbe.
Me-han-to-tubbe.	Mock-ah-hi-yah.	No-wah-ho-ka.
Me-ah-sho-nah.	Mah-la (or Suckey).	Nok-e-ne-ti-yah.
Me-ah-sho-tubbee.	Mah-han-to-nah.	Nock-un-am-be.
Me-he-o-tubbee.	Moon-tubbe (or Moon-tah).	Nock-e-mah-shubbe.
Mok-in-lubbee.	Mah-la-tubbe.	Nok-is-ni-ubbe.
Me-mah-tam-be.	Mint-tubbee.	Nok-se-ka-tubbe.
Me-ah-to-chubbee.	Ma-ka-le.	Nok-ish-to-nah.
Me-shan-be.	Muk-a-to-na.	Nok-e-ne-ubbe.
Me-hah-to-nah.	Mas-sa-la.	Nok-ko-ah-ho-mah.
Me-ah-she-nah.	Me-lin-ga-li-ah.	Ne-tock-oosh-tah.
Mah-la.	Mat-he-chubbee.	Nok-ish-tah-ok-la-tubbee.
Mus-shu-le-lah.	Mis-ta-i-a-ho-ka.	Nancy, or Un-an-che.
Me-ah-tubbee.	Ma-ho-lut-ubbe.	Nok-ne-ho-tubbe.
Min-te-lubbee.	Ma-lis-sa.	Na-po-le.
Math-la-tubbe.	Mi-ha-ya-tubbe.	Ne-le.
Me-shume-tubbee.	Molly.	Nok-e-na-tam-be.
Mi-hah-tim-ah.	Moon-tah.	Nok-e-mo-nubbe.
Mo-nim-tom-ba.	Mary.	Nok-ne-to-lubbe.
Me-ash-oon-te-mah.	Maa-shem-a-ho-ka.	Nok-ah-pe-sah.
Me-ha-la-ho-nah.	Me-ah-tim-mah.	No-la.
Me-ha-to-nah.	Moon-tubbee.	Nook - fa - lah (alias Ah-
Mish-oon-tubbe.	Me-he-ubbe.	nook-pa-la).
Mah-la-ho-nah.	Mis-tubbe.	No-wah-ho-cubbe.
Me-ash-in-tubbe.	Ma-ham-bee.	Na-tubbe.
Mok-o-nubbe.	Me-shom-kubbe.	Nock-i-o-tubbe.
Mok-a-tubbe.	Mul-la-le-ho-nah.	Nok-in-tambe.
Me-she-mah-tubbe.	Me-hah-to-nah.	Nok-ne-hah-tah-e.
Me-hah.	M-ha-che-ho-nah.	Nuk-ok-ah-ho-mah.
Me-shoon-tah-tah.	Ma-ha-tai-omubbee.	No-ah-ho-nah.
Mah-le-ho-ka.	Me-hi-a-tubbee.	Nok-e-chubbe.
Me-he-ah-te-mah.	Min-tubbee.	Nok-ne-ha-tubbe.

Nok-ish-ti-yah.	Nuk-she-pa-ubbe.	Og-lam-is-tubbee.
Nok-i-ne-lah.	Ne-tak-e-mah.	O-na-ho-ka.
No-wah-te-mah.	No-sa-kah.	O-on-ta-cha.
Ne-tock-am-be.	Nok-ne-eeen-tubbe.	O-nok-fil-la-tubbee (alias
Nok-is-tubba.	Nu-wa-tom-bee.	Fillatubbee).
Nok-ish-to-nubbe.	No-sa-kah.	O-gla-hubbee.
Nu-wa-ho-ka.	No-ah-tubbe.	Oke-me-i-a.
Nook-tah-lubbe.	No-ah-hubbe.	Ok-a-ish-ba-la-la.
Nok-ho-mah.	Nah-min-ah-ho-ka.	O-gle-a-te-ma.
Nok-na-thub-be.	No-h-ne-man-to-nah.	Ooon-ka-hubbee.
Na-wabbe.	Nock-a-ne-lah.	O-glah-ho-nubbee.
Ne-tah-cubbe.	Nah-ho-te-mah.	Ooon-tim-to-ka.
Ne-tuk-o-ka.	Nock-ish-to-nubbee.	O-nah-he-chubbee.
Na-o-ka.	Nan-no-ha-ho-nah.	Oon-nah-tom-tubbee.
Nok-we-tah.	No-le-ham-be.	Ogle-ho-lah.
Nok-e-wa-tubbe.	Nok-ne-tubbe.	O-glah-non-nah.
Nok-ish-ti-ubbe.	Noke-e-ne-ene-hubbe.	O-na-chubbee.
Nok-ho-tubbe.	No-ko-she.	O-nah-tubbee.
Noon-chubbe.	Nok-is-tom-be.	Oke-la-we-tubbee (or Ohe-
Ne-tuk-ah-che.	Ne-tuk-e-lubbe.	lin-tubbee).
Nok-ne-la.	No-a-ham-ba.	O-tim-po-nubbee.
Nok-e-ne-tubbe.	No-kan-yo-ka-tu-na.	O-nah-te-ah.
Nok-a-ne-la.	Na-ne-ma.	O-nah-tubbee.
Nok-nam-be.	Nan-cha.	Oon-nah-ho-ka.
No-wa-hubbe.	No-cum-mah-ho-ka.	Oon-a-tam-bee.
Nok-a-shubbe.	No-ka-tah.	Ogle-mi-o-nah.
Nok-a-chubbe.	No-wa-yah.	O-glah-no-wah-cha.
Nok-ish-tah-shah.	No-wah-ta-kah.	O-nah-hubbee.
Ne-nok-kinm-bee.	Nock-ho-mah-hah-cho.	Oon-na-ho-kee.
Nulth-la (or E-la-bo-ti-ah).	No-wa-ho-nah.	O-nubbee.
Nok-ish-te-ubbe.	Nan-ne-ubbe.	Oon-nah.
Nok-neen-tubbee.	No-sa-cubbe.	Ow-wah-te-ah.
Nok-e-ne-fe-nah.	No-quo-ah-tubbe.	O gla-ham-bee.
Ne-tuk-ah-chick-e-ma.	Nock-a-chook-ma.	Oon-ta-ho-yo.
No-wah-tam-be.	Nock-pe-la-sa.	O-quun-tah.
Nuk-sho-pubbe.	No-e-em-yea.	Oon-ta-mah-chubbee.
Nok-ne-ti-yah.	Nok-a-ha-la-jee.	O-gla-ubbee.
Ne-ash-e-nubbe.	No-la.	Ow-we-chah.
Nok-ish-tam-be.	No-a-ho-na.	O-lubbee-to-nah.
Nok-a-man-che-ka-bee.	Nok-e-fil-la-ho-na.	Oppa-sah-he-mah.
Nah-ho-lo-mustubbe.	No-la-ho-na.	O-gla-ho-te-nah.
Nok-ish-tubbee.	Nok-pa-la.	Oon-tah-zubbee.
Nook-wa-tubbe.	No-wah-he-mah.	O-thulck-a-ho-yo.
Na-ho-sa.	No-sho-bah.	Oon-ta-kah.
Nok-me-hat-tubbe.	Nook-chin-tubbe.	Ok-lish-ti-ah.
Nok-ho-ma-hajo.	Na-wa-ho-ka.	Oas-te-nubbe.
Nok-ish-to-nah.	Nok-ne-o-ka-tubbee.	Oon-ah-tubbee.
Nok-ne-o-ka-tubbee.	Nok-an-e-tubbee.	Ok-chubbee.
Nok-nin-che.	Nim-nok-ha-cubbe.	Ona-hin-lubbe.
Nok-ni-ta-hubbe.	No-wah-ho-ka.	O-mol-le-tubbe.
Nok-wan-be.	Nok-ish-te-mah-yubbe.	Oon-cha-la.
No-wah.	Nook-fille or Fil-le.	Oon-ah-chubbe.
Nok-o-un-cha-hubbe.		Oon-ha-tubbe.
Nok-chu-nubbe.	Ona-tubbe.	Ok-la-ho-tubbee.
No-wah-ho-nah.	Oak-la-te-a.	Ok-che-tim-ah.
Nok-ne-tubbe.	Oon-ta-che-a.	Ok-lah-o-mah.
No-la.	Oon-te-a-tubbe.	Oon-te-ah-tubbee.
Nah-sho-lah-ho-nah.	Ona-chee.	Ok-la-me-ash-ah.
No-sa-kah.	Ona-ho-ka.	Oon-ah-he-tubbe.
Nush-ko-ho-to-ko lo.	Ok-pe-a-hubbee.	Ok-lah-tubbe.
Nock-e-ne-tubbe.	Ok-le-me-i-a.	Oth-la-ho-nah.
No-wah.	Ogle-as-te-ma.	Oon-ah-chubbe.
Nock-e-na-lah-nubbee.	Oke-cha-te-ma.	Oon-an-che-ah-tubbe.
Nock-ne-a-che.	Ona-tubbee.	Ok-cha (or Ela-ok-chub-
Nok-ish-ti-yah.	On-wa-ka.	be).
Ne-tah-che-to.	Ona-te-na.	Oc-chock-ah-tubbe.
Nock-fil-e-hi-yo.	On-a-to-ho-yo.	Ok-in-to-la-ho-nah.

Oon-ta-tubbe.	Ok-la-bee.	Oo-tub-ba.
Ok-lah-ho-tubbe.	O-fa-ho-mah.	O-ne-mi-yah.
Oon-ubbe.	Ona-ho-kah.	Oo-lah-tubbe.
Ok-ah-in-chuk-mah.	O-na-he-mah.	Owa-tubbe.
Ok-ish-te-mah.	Oha-nubbe.	O-nah-chubbee.
Ok-lah-ha-mah.	On-tah-e-mah.	Oon-tah-hah-yo-tubbee.
Ok-ah-che-ah.	O-nah-che-tim-ah.	Og-li-mi-a.
Ok-lee-han-tubbe.	On-te-i-tubbe.	Oun-nubbee.
Oon-te-ka-ah.	On-te-kah.	O-nah-cha-tubbee.
Onah-te-mah.	Ota-kubbe.	O-kah-che-ah.
Ok-lah-le.	O-te-ah-tubbe.	Oon - take - ubbee (alias
Ok-ish-tah-na.	Oke-la-he-mah.	Take-ubbe).
Ok-ah-fa-ma-ho-nah.	Ok-la-no-wah.	O-lah-tin-tubbee.
O-na-te-ah.	Ok-lah-he-yubbee.	O-gle-o-nah.
Ok-lah-oka.	Oon-ti-e-mah.	Ok-is-te-mo-nah.
Ok-le-mi-ubbe.	Ok-lak-in-tubbe.	Ok-la-ho-nah.
Ok-lah-chubbe.	Ok-lun-gee-hubbe.	Ok-ish-tal-o-hah-ho-ka.
Ok-hah-che-tah.	Ono-che-hubbe.	Onah-che-ham-be.
Ok-i-yo-me-ho-nah.	Ok-li-ho-ka.	Outh-la-hubbe.
Oon-ah-hubbe.	Ochee.	On-to-bah-nah.
O-nah-hubbe.	Ohe-nah.	Oke-lish-ti-yah.
Ok-lah-tim-ah.	Ok-cha-tubbe.	Oon-a-ham-bee.
Ok-po-ches-he-mah.	Ochee.	Oon-hik-ah.
O-ma-tubbe.	O-nah-che-ho-yo.	Ok-lan-hoo-nah.
Oon-ah-he-mah.	Osh-ta-hah-ba.	O-ta-she-mak.
Ok-la-o-nah.	Ok-la-hubbee.	Ok-labba (or Tap-pe-na-
On-wak-ubbe.	O-thah.	ho-ma).
Oon-ah-hook-ta.	O-nah-tah.	O-na-ho-ka.
Oon-wah-tubbe.	Oath-la-che.	O-na-ham-bee.
Ok-ish-ta-mah-ho-mah.	O-ka-ish-te-e-mah.	O-na-he-ma.
Ok-le-an-ne.	O-nah-be-mah.	Ok-la-ha-la.
Ok-lam-ba.	Ok-la-ho-nubbe (alias Muk	O-nah-tick-ah.
Okish-ti-yah (or Ish-ti-	o-nubbe).	O-nah-ha-mah.
ah).	Ok-cha-tubbe.	Oon-shu-ah-ho-ka.
Okis-tah-chock-ma-haka.	Ok-lah-she-ho-nah.	O-nubbee.
Ok-a-hubbe.	Oon-ubbe.	O-lah-hahn-cha.
Ok-a-la-an-cha-hubbe.	Ok-lah-he-mah.	O-kah-ho-te-mah.
Ok-cha-tubbe.	O-nah-tubbe.	O-nah.
Ok-li-yah.	Ok-li-ah.	O-glock-ka-yo.
Ok-ti-e-che-mah.	Oka-ish-te-mah.	O-glah-mah-ka.
On-te-ma-ho-zo.	Oon-ah-ho-chubbee.	Oon-nock-a-mah.
Ok-le-mi-yah.	O-ka-in-chuck-nah.	Oon-tock-ah-ne-ubbe.
Okah-no-wah.	Oon-an-cha-hubbee.	Oak-is-ta-cha.
Oon-te-mah.	Oon-ah-he-mah.	O-nook-cha (or Onook-
On-ti-o-mah.	Ona-hook-ta.	chubbe).
Oon-te-ah-tubbe.	Onan-che-hubbe.	Ok-i-a-cha (alias Tah-nap-
Ok-lu-hubbe.	Ok-cha-tubbe.	pe-ho-ja).
Ok-ah-che-ah-honah.	Ok-la-hubbe.	O-mahn-sha.
Ok-la-to-nah.	Ok-le-mo-mah.	Ow-wa-cha-ho-nah.
O-kis-ti-yah.	Ok-lo-hah.	O-gle-a-tubbee.
Ok-la-che-ho-ka.	Ok-a-yo-mah.	Ok-a-ha-chubbee.
Ok-a-to-la-he-nah.	Oo-naw-mah-e-tubbe.	Oon-tan-tubbee
Oon-ubbe.	O-man-too-nah.	Oth-la.
Ope-ah-kubbe.	Oun-tam-be.	O-gla-o-ha-tubbe.
Ok-la-ho-nah.	Oun-ah-han-tubbee.	O-gla-ha-ma.
Okah-ta-ho-nah.	Oun-ah-ho-yo.	O-lut-le-to-na.
Okis-tah-la-ho-nah.	On-ta-cubbee.	O-pe-ah-tubbe.
Ok-che-ha-to-nah.	Ok-la-kin-ah.	Ok-la-ho-tubbee.
O-chee.	Oon-ah-hook-tah.	O-ka-lan-che-hubbee.
Onem-chehubbe.	Ok-cha-tu-nah.	Oh-la-lah.
Ok-le-muttah.	Oon-te-ah-tubbe.	Ok-is-tah-lo-la.
Ok-lah-yah-ho-nah.	Oon-ah-ho-nah.	Ok-la-him-ah.
Ok-le-mah-che-ah-ho-nah.	O-kish-ti-me.	Ok-la-he-lubbe.
O-na-che-hubbe.	Ok-ah-sta-mah.	Ok-chil-e-he-ka.
On-ti-o-mah.	Ok-lah-che-ho-yo.	Oth-la-chubbe.
O-na-ha-tubbe.	Ok-is-tan-tah.	On-ah-ta-kah.

Og-lah-ham-lee.	Pe-lubba.	Pash-ah-ho-mah.
Ona-tubbe.	Pa-tubbe.	I'a-sha-ho-nah.
Ok-li-yok-ubbe.	Pe-lubbe.	Pis-ah-ho-nah.
Oli-o-ka.	Pis-ah-to-ke-mah.	Pis-ah-tubbe (alias Ah- pa-sa-tam-be).
Ok-lah-ho-nah.	Pis-ah-ho-ka-tubbe.	Phil-e-mo-yah.
Ohul-in-tubbe.	Pis-ah-le-ho-ka.	Pis-a-ham-bee.
Ok-lo-hah.	Pis-ah-ho-ka-tubba.	Pa-sah-te-mah.
Ok-a-la-che (or Ish-to- pah-nubbe).	Pah-nah.	Pe-yah-ho-ka.
Ok-lah-o-nah.	Pis-ah-tik-cubbe.	Pis-ah-man-tubbe.
O-ne-ho-te-ma.	Pis-ah-le-ho-ka.	Pash-ah-ho-yo.
Ok-ish-tal-la-wah-ho-nah.	Pis-ah-ho-ka-tubba.	Puk-an-ho-ka.
Oh-to-gah-lan-tubbe.	Pah-nah.	Pi-yah-hooc-ta.
O-gli-o.	Pis-ah-tik-cubbe.	Phil-e-ah-ho-yo.
Oon-ah-tubbe (or Un-chu- tubbee).	Pok-o-chubbe.	Phil-e-mon-te-kah.
O-na-tubbee.	Pe-sa-che-ho-nah.	Pis-ah-cha-hubbe.
O-gle-ash-ubbe.	Pis-ah-tim-lah.	Pis-sah-te-mah.
Ok-la-ka-tubbee.	Pis-ah-hom-be.	Pul-le-ho-nah.
Ooclury, Pallas.	Pa-sa-chubbe.	Po-la-tubbe.
Ooclury, George.	Pis-a-ho-kah-tim-ah.	Pis-sa-che-ho-yo.
Ooclury, Cyrus.	Pis-tek-e-ubbe.	Pis-sa-ho-ka.
O-glish-ti-yah.	Po-tubbe.	Po-ka.
Oon-te-mah.	Pock-om-e-chubbe.	Pah-lah-hubbe.
Ok-ain-to-la.	Pock-ah-ma.	Pah-ta-tubbe.
	Pe-le-ham-be.	Pis-sah-ho-nubbe.
	Pel-le-sah-ho-nah.	Pis-sa-ham-bee.
	Pis-ah-che-tubbe.	Pis-sah-e-kah.
	Pe-ah-hubbe.	Pis-sah-ho-nah.
	Pith-le-le.	Pis-to-pun-ne.
	Po-te-le-chubbe.	Pis-sah-te-kah.
	Pis-te-ah-tubbe.	Po-tah.
	Pun-ah.	Pis-e-ho-temah.
	Pis-ah-tu-nah.	Pis-sah-lah-he-mah.
	Phe-lin-tah.	Pun-ubbe.
	Pis-ah-tim-ah.	Paush-ok-chi-ah.
	Paunch-tunah.	Pis-ah-to-nah.
	Pis-ah-cha-tubbe.	Po-ta-mah.
	Pis-ah-ho-chubbe.	Poush-is-nah-ho-mah.
	Po-nok-to-Chubbe.	Pis-ah-on-te-mah.
	Po-shon-she-hubbe.	Pis-took-cha.
	Pul-ke-tubbe.	Pa-nubbe.
	Pis-ah-tam-be.	Pis-ah-to-she-mah.
	Pis-ah-tish-ubbe.	Paush-ok-chea.
	Phe-la-cha-ho-ka.	Poo-tah.
	Pis-ah-tim-o-nah.	Poush-is-to-nubbe.
	Pis-ah-chim-ah.	Pis-sah-che-te-mah.
	Pa-la-chubbe.	Poush-is-te-nubbe.
	Pah-lubbe.	Pa-sa-tubbe.
	Pe-tam-o-tubbe.	Pe-ha-tubbe.
	Pis-ah-ho-tu-na.	Po-tah.
	Pis-ah-ho-ka-tim-ah.	Phil-e-ma-hubbe.
	Pis-is-tubbe.	Phil-e-moon-tubbe.
	Pah-lah.	Pil-e-ho-nubbe.
	Po-lah.	Pa-sa-tom-ba.
	Pis-subbe.	Posh-e-mah.
	Pis-ah-cha-ho-nah.	Pis-a-cha-tubbe.
	Pis-took-chubbe.	Posh-an-o-wabbee.
	Pah-sah-che-mah.	Gas-cum-me.
	Pah-yah.	Paush-ik-ish-o.
	Pul-ka-tubbe.	Pul-ka.
	Pis-ah-ho-kah-tim-ah.	Pis-sah-ka-to-nah.
	Pis-ah-mok-in-tubbe.	Pis-ah-ta-cubbe.
	Pis-ah-ho-tim-ah.	Pis-te-ah.
	Pe-he-le-tubbe.	Pash-i-o-nah.
	Pah-sah-ho-nah.	Phil-e-moon-tubbe.
	Pon-these-tubbe.	Pash-ish-te-ubbe.
	Pa-la-sa-ho-mah.	Pis-i-to-kubbee.
	Pis-ah-che-ho-yo.	
Pan-a-cha.		
Po-sho-a-tubbe.		
Pis-ubbe.		
Phillis.		
Pis-ha-lo-ti-ma.		
Pis-am-ok-an-tubbee.		
Pis-ak-a-chook-e-ma.		
Pis-a-tubbe.		
Pis-ah-o-te-ma.		
Pa-lam-a-ho-ka.		
Pa-shuth-lo-ke.		
Fa-le-sa-ho-ka.		
Paush-o-nubbee.		
Pom-fillah.		
Pis-ah-ke-a-tubbee.		
Fah-nah.		
Palla-machubbee.		
Pah-hah-cho.		
Pis-sah-loke-ta.		
Phil-le-ti-ah.		
Pick-but-tah.		
Pal-la.		
Pusley.		
Pusk-co-chubbee.		
Phil-le-kah-ja.		
Pis-sah-ha-mah.		
Po-sha-to-nubbee.		
Peggy.		
Palla.		
Phil-le-mah.		
Peter.		
Pal-wah-chubbee.		
Pis-tick-e-ah.		
Pah-lam-mah.		
Pis-subbee.		
Po-tah.		
Po-nubbe.		
Pah-sho-nah.		
Pish-tan-ta-tubbee.		
Pah-sha-ho-te-mah.		
Pickens, Rachel.		

Pis-took-chah.	Po-she-mah.	Sam.
Po-sis-ti-yah.	Pa-sha-ho-to-na.	Sarah.
Pis-sah-te-mah.	Pis-ah-jah.	Sho-mi-yah.
Pul-lah.	Poo-ah-loop-ka.	Suckey.
Pis-sah-mock-an-tubbe.	Pis-at-i-ah.	Sully-ho-yo.
Po-shah-tubbee.	Pis-ah-che-ho-nah.	Sto-nah-chubbee.
Pa-sah-ho-nah.	Pone-lah.	Sutte.
Peg-ga.	Pis-took-chah.	Stah-na.
Po-tho-tah.	Poush-ish-to-nah.	Shum-to-nah.
Pa-sam-bee.	Pis-ah-she-te-mah.	Sah-ho-nah.
Phil-le-ah.	Pa-sah-ho-nah.	Shah-lah-tah.
Pus-sah-kah.	Pis-ah-han-bee.	Sofa.
Pis-sah-koke-ah-ta-mah.	Pis-sah-ho-to-mah.	Sho-mo-lahka.
Pis-ah-kah.	Pis-sah-ham-be.	Sah-la.
Po-shut-tah.	Po-to-tubbe.	Sha-mah-ho-yo.
Pis-am-be.	Pis-at-am-te-mah.	Sill-la-ho-nah.
Pe-le-chubbe.	Phil-e-men-tu-nah.	Sak-e-tim-ah.
Pis-ah-tim-ah.	Pis-sah-che-hubbee.	She-mah-la-to-nah.
Posh-a-ma-ta-ka.	Pil-ah-tubbe.	Sha-ka-pa-ho-nah.
Pis-ah-ti-ah.	Poon-tah.	Sho-tubbe.
Pis-ah-o-gla.	Peas-tubbe.	Sal-la.
Po-tubbe.	Pis-ah-ha-lubbe.	Suck-a.
Pa-sah-ho-nah.	Pa-chubbe (or La-pa-chub- bee).	Sham-pa-no-ka.
Po-nah.	Pis-ah-tubbee.	Sam-me.
Pis-ah-ish-no-wah.	Po-she-mah.	Shah-nah.
Pis-ah-ho-min-ah.	Pen-mis-sah.	Sah-un-me-ho-ka.
Pes-ta-ge.	Polly.	Sho-tim-ah.
Pah-na.		She-ko-pah-ho-mah.
Pe-no-la-Perry.		Sah-tubbe (or Pisah-tub- be).
Pis-a-tubbee.	Quah-na.	She-ne-po-tubbe.
Po-to-tubbe.	Quish-tut-tah.	Sho-te-mah.
Pe-ah-shubbee.		Shum-pa-la (or Chumk-ul- a-ka).
Pis-sah-hah-tubbe.	Row-le.	Shan-io-tubbe.
Pah-sho-nah.	Raybarn.	Sham-pi-e.
Pis-sah-nah-to-nah.		Stah-nubbe.
Po-shah-loke-ta (or Po- shock-ta).	Sah-o-yo.	Sho-nah.
Pockin-am-bee.	Syla.	Sile.
Pis-hubbee.	Smith.	Sha-ne-kia.
Pash-ho-mah.	Shi-mi-ah.	She-se.
Pocka-na-yah.	Sukey.	Sham-ta-ho-ka.
Pe-tah.	Sophy.	Sho-moon-tah.
Pis-sah-tubbee.	Sampson.	Sho-mah-la-tubbe.
Pan-shisk-tu-na.	Susa.	Stemok-ka-yo.
Pi-al-e-ho-ka.	Shok-ta.	She-mah-ho-yo.
Pis-a-to-nubbee.	Socka.	Sha-ka-ho-mah.
Pa-shub-ba-tubbee.	Span-a-min-go.	She mah.
Po-cham-ba.	Steia.	Stah-ho-nah.
Pa-sa-chubbee.	Stay matubbee.	Shon-wa-no.
Pis-a-be-tubbee.	Stan-ti-ma.	Suk-a-tubbe.
Posh-a-mus-tubbee.	Si-e-na.	Shu-wak-ki-yah.
Pi-sa-te-a.	Syop-a-tubbee.	She-mi-yah.
Pis-aho-ka-tubbee.	Shuk-a-tubbee.	Stoo-nok-a.
Peter.	Sta-ta-he-ma.	Ste-ma-lah.
Puck-chuubbee.	Ste-a-ho-te-ma.	Stu-na.
Puth-kin-tubbee.	So-kin-nah.	Sal-lie.
Pan-she-o-ha.	Stam-mah-han-to-mah.	Stea-le.
Pa-subbee.	Shock-ko-yea.	She-ma.
Pah-ha-mah.	Shin-e-ah.	Sho-tubbe.
Peel-ah-tubbe.	Sina.	So-kutchi.
Pis-ah-to-cubbee.	Stim-ah-ha-tubbee.	She-co-pam-be.
Po-tubbee.	Stah-tubbee.	Shi-ah-kah.
Pis-tah-ho-nah.	Silis.	Sal-le-ok-ka.
Pis-ah-ho-nah.	Sta-ah-nubbee.	Sok-ka-ti-ah.
Pis-ah-ho-ka-to-nah.	Stil-la-chubbee.	Shah-ni-o-tubbe.
Pok-ah-la-ho-nah.	Sha-ho-ka.	Sally.
Pis-ah-te-mah.	Sho-na-ho-ke-ta- (or Cush- ho-nah).	

Sal-he.	Tam - a - ho - ta - na (alias	To-ma.
Sho-ma-ho-ka.	Stam-a-ho-to-na).	Ton-ubbee.
Sham-bee.	Tik-lo-nubbee.	Tah-pe-chubbe.
Sak-ka-tubbe.	Tis-pa-ham-ba (alias Tis-	Tosho-ah-ho-nah.
Sho-tubbee.	ho-ham-ba).	Tak-a-lam-be.
Sum-e-hah-chubbe.	Tik-beia.	Tha-o-hubbee.
She-co-pan-she-hubbe.	Tem-a-ka.	Thlo-po-tubbe.
Sha-nook-a.	Tam-a-ho-na.	Tah-ish-cam-be.
So-ma-ka.	Tal-a-ho-na.	Te-aske-ho-mah.
Sock-ki-a.	Tam-a-tubbee.	Tim-ah-ha-tubbe.
Si-a-na.	Tuk-a-la-ma-ho-na.	Tin-lah.
Sah-chah-ho-nah.	To-ta-ho-ma.	Tam-bee (alias Pis-tam-
Sal-la.	Tillo-watubbe.	bee).
She-me-ho-ka.	To-lin-cha.	Tah-ho-nah.
She-co-pah-ho-mah.	To-ah-e-min-tubbee.	To-ni-ya.
Shim-to-nah.	Ti-yah.	Tub-be-ce.
Sa-ho-yo.	Tish-o-ham-bee.	Tack-ah-lam-be.
Shi-ka-jo-na-wa.	Thock - o - fa - tubbee (or	Te-lan-ah-che.
Ste-ma-ho-yo.	Thock-o-tubbe).	Tah-ho-vah-ho-nah.
Solomon.	To-che-ah.	Tick-ba-ho-nah.
Shah-pa-ja.	Tah-hock-a-ma-tubbee.	Tush-ho-nah-tah.
Shi-yah.	To-mah-la-chah.	Tah-he-kah.
Sham-pi-o-nah.	Ta-cubbee.	Te-me-ak-ke.
Sal-la.	To-ma.	Ta-to-bah.
Smith.	Ta-hu-te-mah.	To-no-ho-ka.
Shah-pah-ho-mah.	To-ko-tah.	Tik-e-tim-ah.
Shah-mah.	Tish-o-pam-bee.	Tah-hah-ba.
Sah-mi-o-ka.	Tal-wah-ham-bee.	Tah-bo-kah.
Sho-nak.	Tus-ki-ah-leek-ah.	To-sho-yo-ho-nah.
Se-a-no-la.	Tick-a-lin-tubbee.	Tan-ne-too-nah.
Sta-fa-na.	Tick-but-tah.	To-hubbe.
Ste-a-tubbee.	Tith-la-ho-nah.	Tan-tubbe.
Si-e-la.	Tim-am-ho-tubbee.	To-chubbe.
Sta-lubbe.	Tennepee.	Tith-le-le.
Sally.	Thompson.	Too-lah-tubbe.
Sho-wa.	To-no-wah.	Ta-cubbe.
Ste-ma-ho-yo-ho-na.	To-nah.	To-ho-nah-te-mah.
Stan-cha (alias Ste-ma-ya,	Ti-ee-nah.	Te-ho-bah-tubbee.
alias Kon-che).	Tah-ho-yo.	Tith-li-ah-ho-nah.
Sham-pi-a.	To-cha.	Tah-lo-wah.
Sti-ma-la.	Tock-ah-la-to-nah.	To-nah.
Sa-ba-la.	Ta-cubbee.	Tah-pe-nah.
Sinah.	Tock-ki-ah-chah-ho-nah.	Tim-o-nah.
Si-na.	Tah-ho-nah.	Tith-lo-o-mte-ah.
Shah-nah.	Ta-mah.	Tim-ma-la-ha-cha.
Sham-tah-o-ka.	Te-mi-yah-tubbee.	Tah-pah-lah.
Sah-ho-ba.	To-mah-ho-yo.	Te-he-kah.
Ste-ah-ho-ka.	Tim-min-ta-hubbee.	Te-ah-ho-nah.
Sho-tubbee.	Tah-ho-ka.	Tith-le-le-ho-ka.
Si-ja.	Tush-a-min-tubbee.	Tish-o-pi-ah.
	Tah-ho-la-tubbee.	Te-mah-lah-chee.
Tan-a-bon-ubbe.	To-ki-ah-Carnes.	Tah-nah-ho-nah.
Tan-e-cha.	Tish-ah-ho-nubbee.	Te-mah-lah.
Tan-a-chee.	Tick-lam-bee.	Thlo-pulla.
Tho-po-nubbe.	Tak-ho-ka.	Tish-o-no-wah-tubbe.
Tom-pe-i-a.	To-pah.	Tik-ba-ho-tubbe.
Tem-mepa-pona.	To-mah-ho-nubbee.	Ta-nam-po-tubbe.
Tik-conubbee.	To-no-te-mah.	Tone-ubbe.
Tis-ho-chi-le-ta.	Ta-ba-cha.	Tak-al-ah-tim-ah.
Tahubbee.	Tille-mah.	Ta-shu-tubbe.
To-ta-ho-yo.	Tah-no-wah.	Tik-ba-ho-tubbe.
Ta-ho-na.	To-me-hattah.	Tah-ho-ye.
Te-i-ya.	Tick-be-too-lah.	Tusko-lotto.
Tik-pa-tubbee.	To-tubbe.	To-nah.
Tus-cubbee ha.	Took-la-he-mah.	Tack-cubbe.
Tus-ka-em-itta.	Tith-ho-tubbee.	Te-mi-ah-ho-yo.

Tan-pe-na-hubbe.	Te-mah.	Tah-ho-ye.
To-la-ho-nah.	To-kal-la-tubbe.	Tan-uth-la-che.
To-ba.	To-lah-tubbe.	Ta-nam-pa-ha-ka.
Tish-u-no-wa-tubbe.	To-kah-ho-nah.	Tith-lah-ho-nah.
Tom-e-hi-yo.	Te-ho-yo.	Tonk-le.
Tim-ah-no-la.	Tike-be-ubbe.	Tal-wah-ho-nah.
Tik-bah-ho-nah.	Tim-e-tubbe.	To-pah-ho-nah.
Tan-oon-i-o-cubbe.	Te-mi-yea.	Te-ho-mus-tubbee.
Took-a-chubbe.	To-pa-ho-mah.	Tan-o-wa-tubbe.
Tick-e-bah.	Ti-yea.	Tik-lo-nubbee.
Tick-lah-oo-nah.	Te-nah.	Tah-fa-mah.
Tan-up-pi-yah.	Tal-o-wah-ho-nah.	To-nam-pish-ubbe.
Tah-ho-nah.	Tal-ne-ho-yo.	Tah-nin-tubbe.
Tah-Hubbe.	Te-mah.	To-nubbee.
Took-a-loon-tubbe.	Toon-la-ho-nah.	Te-cumseh.
To-te-mus-tubbe.	To-ho-lah.	Taylor, Peggy.
Tik-li-yah.	Tah-ho-nah.	To-nah.
Tal-lo-wah-ho-nah.	Te-mah.	Ti-ock-he-im-lubbee.
Took-la-ho-na.	To-lah-hubbe.	To-ke-o-to-nah.
To-bah-tam-ya.	Ta-she-co.	Taylor, Pirena.
Tah-neen-cha.	Te-ok-ho-mah.	Taylor, Hester A.
Tok-ka-la-too-nah.	To-hee-le.	Taylor, David F.
Tah-ho-nah.	Tah-the-ho-nah.	Tal-wah-to-nah.
Te-mah-he-mah.	Tash-pah-tubbe.	Te-mah-lah.
Tah-ka-la-to-nah.	Te-meen-tah-ho-nah.	Te-a-he (or Is-te-an).
Tah-hubbe.	Tebbe-ho-mah.	Ta-ka.
Tal-wah.	Tus-co-chi-am-be.	Tick-bone-tah-yubbe (or
Ta-hubbe.	To-kah.	hubbe).
To-ah.	Too-nah.	Tik-ah-lut-tah.
To-ni-a.	Tin-to-tubbe.	To-tubbe.
Te-bah-noo-kubbe.	Tik-lah-tubbe.	Te-me-ho-ka.
Tah-nin-to-nah.	Tam-mo.	Ta-pe-ne-hubbe.
Tik-e-lah.	Te-mam-ba.	Tish-o-tubbe.
Tah-ho-nah.	Ta-bo-kah.	Tus-kam-bee.
Tah-nap-ha-cubbe.	Ta-ho-nah.	Ta-nam-pa-cha.
Te-mah-tam-be.	Te-ho-yo.	Te-ah-ho-yo.
Tah-ne-ho-nah.	Tush-pah-tubbe.	Tah-hubbe.
Tus-ka-a-to-kah.	Tah-nubbe.	Tah-me-ne-lubbe.
Take-ho-yo.	Tibbe-ho-nah.	Te-ma-yo-la.
Tah-hubbe.	Tith-i-o-tubbe.	Tap-pe-na-ho-ma.
To-bul-la.	To-lah-ho-nah.	Thomas.
To-te-pi-ya.	To-ne.	Tan-ti-ma.
Tah-no-wah.	Took-ah-lam-be.	To-kubbee.
Tah-we-wah-ho-nah.	To-wah-noo-hah.	Tuk-a-lubbee.
Tik-lo-nubbe.	Ta-wamp-ha-cubbe.	Tock-o-la-tubbe.
To-noon-cha.	To-sho-yo-tubbe.	Tus-ka-chuck-ah-mah.
Te-me-ah-ho-nah.	Tam-e-tubbee.	Tah-la-ho-lubbe.
To-pe-lah.	Tim-ah-no-la-ho-nah.	Tush-cubbe (or Tus-cuppa)
Toon-lah-ho-nah.	Te-ah-ho-yo.	Tah-na-hin-po.
Tah-mah-hoke-chiah.	Tath-le-yo.	To-nubbe.
Tan-ke-yo.	Take-un-i-ye.	Tus-ka-ho-ma.
Tah-mah-ha-lubbe.	Tan-u-wa-ho-nah.	To-hah.
To-te-ho-yo.	Ti-o-nah.	Ta-hol-ba-tubbe.
Tah-e-min-tubbe.	Tus-ka-ha-kah.	Tish-o-ham-bee.
Tah-mah-le-lubbe.	Te-lo-way.	Te-ah-pahn-tah.
Te-lubba.	Te-the-ubbe.	Tah-li-yah.
Tellis.	Tush-kam-ba.	Took-lah-bee.
Tik-bone-te-mah.	Tah-pe-nam-be.	Tus-sah-hah.
Tik-bah-be-mah.	Tish-o-mus-tubbe.	Tah-nap-pe-ho-ja.
To-me-hubbe.	Ta-nam-pis-te-ubbe.	Tith-le-tam-be.
Tib-bah-ubbe.	Te-lah-ho-nah.	Tho-po-tubbee.
Took-la-ho-na.	Titha-ko-fa-che.	Tus-sa-ha.
Te-mo-nah.	To-tam-bee.	Tan-na-pish-wa.
Tish-ok-chia.	Tush-pa-o-ka.	Ta-mo-la-ho-na.
Tok-o-la-tubbe.	Ti-am-ba.	Tal-la-hubbee.
Tash-pa-ho-ka.	Tah-no-le.	Tith-lo-ya.

To-ta.	Wah-ah-o-tubbe.	Yock-a-tubbee.
Ta-hom-ba.	We-ah-ish-to-nah.	Yock-a-ma-tubbee.
Tith-a-la.	Wak-ah-che-ho-yo.	Yock-a-ma-tubbee.
Tish-a-ko-nubbee.	Wak-ah-tubbe.	Yock-o-tah-nubbee.
Ta-mo-a-ho-na.	Wah-kah-tubbe.	Yo-kah, or Tiyah.
Tap-pa-non-che-a.	Wak-ah-ho-nah.	Yow-wah-to-nah.
Tus-ca-no-la.	Wa-tubbe (or Oan-wah-tubbe).	Yun-ma.
Tal-la-wa-ho-na.	Wah-kah-a-te-mah.	Yon-ah-ti-kah.
Tish-o-emitta.	Wash-ko-mak.	Ye-min-tah-ho-nah.
Tish-o-chi-le-ta.	Wa-li.	Yok-o-tim-ah.
Tuk-a-la-nubbee.	Wah-li (or Billy).	Yem-e-ti-ah.
Tom.	Wal-lee.	Yim-ish-lah-nah.
Tal-wah-ho-ke-ta.	Wak-a-tu-nah.	Yok-o-tubbe.
Te-mah.	Wa-te-mah.	Yok-ko.
	Wak-i-chubbee.	Yok-o-me-too-nah.
Un-me-hah-to-nah.	Wak-i-e-to-nah.	Yok-o-me-cha-ho-nah.
Un-ah.	Wak-i-o-tubbe.	Yem-e-ti-ah.
Un-tah-she-mah.	Win-ne.	Yo-bah-tubbee.
Un-nah-che-he-mah.	Wizy.	Yim-mo-nubbee.
Un-ta-ho-te-mah.	Wah-tubbe.	Yok-o-me-tim-ah.
Un-tah-tubbe.	Wak-a-to-nah.	Yok-io-tim-ah.
Ul-la-che-mah.	Wak-io-nubbe.	Yum-ah-to-nah.
Un-ah-to-lubbe.	Way-tubbe.	Yem-ah-ho-ka.
Un-te-ah-tubbe.	Way-ta-ho-nah.	Yok-ah-ho-nah.
U-lan-le-tubbe.	Way-te-mah.	Yo-ba.
Un-te-cum-e-ubbe.	Wah-ki-ah.	Yew-o-nubbe.
U-we-te-mah.	Wa-la-ho nah.	Yok-ah-ham-be.
Un-ah-to-lubbe.	William.	Yo-hubbe.
Un-ah-le-ho-ka.	Wah-kin.	Yon-ah.
Un-te-ah.	Willis.	Yon-ah-tah.
Un-tah-tubbe.	Wah-tubbe.	Yon-wah.
Un-te-chubbee.	Wak-is-tubbee.	Yun-e-chubbe.
Un-che-le.	We-tuck-een-lubbee.	Yok-a-tubbe.
Ulth-la-ho-nah.	Wak-ka-te-i-a.	Yan-ish-lak-nah.
Un-te-mah-ho-nah.	Wak-i-ah-te-ah.	Yok-ah-to-nah.
Ush-wah-ho-nah.	Walis.	Yok-o-te-mah.
Ut-tut-te-mah.	Wak-kin.	Yo-pal-lah.
Us-tah-hi-ah.	William.	Yok-me-tam-be.
Ulth-lo-tah.	Washington.	Yol nubbe.
Un-ah-tim-ah.	Win-na.	Yok-no-la.
Ut-tut-e-mah.	Wak-a-tubbee.	Yem-ak-ah-tubbe.
Ul-ah-we-lah (or Ah-bo-we la).	Wa-ka-i-on-ubbee.	Yem-e-tubbe.
Utul-bee (or His-tubbee alias Mr. Shoat).	Wacka-ya.	Yok-ah-tubbe.
Ush-wa-tubbee.	Wa-a-ho-na.	Ye-me-tubbe.
Up-pa-hubbee.	Wa-chah.	Yah-mak-in-tubbe.
Un-ah-tubbee.	Wah-ka-ho-ke-tah.	Yam-moon-tubbee.
	Wah-ki-o-tubbe.	Ye-ah-tam-bee.
	We-ah-ho-nah.	Yazoo-ho-pi-a.
	Wa-te-mah.	Yok-me-tubbee.
	Way-tubbe.	Yah-kubbee.
		Yem-e-tubbe.
Wak-a-tubbe.		Yok-a-tam-be.
Was-kin.		Yok-mi-ti-ah.
Wa-ta-ho-yo.	Yalla-ma.	Yock-ma-chubbee.
Washington.	Yim-me-tubbee.	Yim-min-tubbee.
Wesley.	Yaco tona.	Yim-mah-ho-wah.
Wa-to-ho-yo.	Yo-k-odee-tubbee.	Yok-ko-me-ah.
Winna.	Yaccommma.	Yock-ah.
Wausa.	Ya-co-to-na.	Yok-a-tam-bee.
Wallace.	Yak-on-tubbee.	Yo-ka.
Wale.	Yo-ca-ta.	Yahk.
Ward, Nicholas.	Yimma-ho-ka.	Yo-pul-lah-ho-nah.
Wah-ba-chah.	Yimma-tubbee.	Yok-o-ta-hah-chubbee.
Wilson, Tom.	Yac-o-tam-ba.	Ya-ta.
Wi-o-ka.	Yak-a-hajo.	Yo-ca-chubbee.
Wah-ki-o-nubbee.	Ya-ka-pa.	Yah-ho-ka-te-nah.
William.	Yim-ma.	Yock-a-te-nah.
Wilson.	Yim-min-tah.	

Mr. BALLINGER. What I was trying to get at was this: Did you state to the committee that there were 4,200 persons found prior to 1852 who were entitled to scrip?

Mr. HURLEY. No, sir; I did not.

Mr. BALLINGER. Well, I was under the impression that you had gotten the individuals and heads of families confused in your statement.

Mr. HURLEY. Well, I had not. I was paying particular attention to the enumeration of the scribees and patentees as shown in the document which I have submitted for the record.

I said that there were approximately 3,885 persons identified as scribees; that the number of heads of families among those 3,885 persons was 1,150 or 1,155; in some places it appears as 1,150 and in some places it is 1,155; that the number of heads of families who received patents was 143; that the number all told who received patents, heads of families and members of families, was 276; amounting in all to approximately 4,161 persons.

Mr. Chairman. I would like now to consider the statements that have been made in regard to a certain release which was passed by a Choctaw Council in regard to the \$872,000 scrip payment, not that this release or statement made in connection with it has any relevancy to the issues in this case, but because it has been brought into the argument by the proponents of the bill.

The so-called net proceeds case was a case against the United States to recover from the United States for the Choctaw Nation the amount of money due for lands ceded to the United States by the Choctaws by the treaty of 1830.

The Choctaw Nation recovered from the United States the value of that land, less the amount of the land which was taken to satisfy the fourteenth article claimants and the other claimants in Mississippi. Consequently, the Choctaw Nation recovered nothing for the fourteenth article claimants; nothing for any of the other claimants not then in Indian Territory, excepting these 292 heads of families who were claimants under the fourteenth article, but got neither land, money, nor scrip.

Then any claim of any person in Mississippi to citizenship in the Choctaw Nation must rest on his right under the fourteenth article, and that case did not affect any of the rights under that article. Consequently it has no relevancy to the issues here. If any of those 292 persons for whom the Choctaw Nation recovered money from the United States has not received their portion of it, they may have a cause of action against the Choctaw Nation for their proportion which they did not receive, but not a cause of action for citizenship. We are now considering their right to citizenship.

Mr. BALLINGER. They can not bring any action without authority of law, can they?

Mr. HURLEY. Well, you have not any authority of law to appear here, Mr. Ballinger. You violate the very statute that first mentions the Mississippi Choctaws in connection with enrollment in the Choctaw Tribe in the West, in appearing as their attorney.

Mr. BALLINGER. Do you think that is a fair answer to my question?

Mr. HURLEY. If you want to proceed to collect any money claimed to be due, you are proceeding in the wrong way, in trying to get citizenship for them. Why do you not ask authority to go to the Court

of Claims? The Court of Claims would certainly have jurisdiction, if it was conferred on it by act of Congress, to pass upon such a claim.

Mr. BALLINGER. Mr. Hurley, these people have endeavored for 18 years to get their case before the Court of Claims, and each time that request has been denied.

Mr. HURLEY. Now, Mr. Ballinger, that is one of the broad statements that I have listened to a great many times since the beginning of these hearings; and yet you have not during this entire hearing, asked this committee to refer this case or any other case to the Court of Claims.

Mr. BALLINGER. Well, I ask, then, now, if it is in order to do so.

Mr. HURLEY. Well, why do you say that you have asked that for 18 years? You have not said one word about referring the case to the Court of Claims.

Mr. BALLINGER. Mr. Hurley, in 1899, in 1900, and subsequent to that time, bills were introduced and were reported out of one committee or the other, referring these matters to the Court of Claims, but those bills never got any further.

Mr. HURLEY. Well, I do not know whether there were such bills or not; I have never seen any of them.

Mr. BALLINGER. Well, I have.

Mr. HURLEY. And it is certainly in order for you to ask for a reference to the Court of Claims in this instance; but you have not shown or attempted to show that you have a cause of action; if you want the right to go to the Court of Claims, you would probably have to show to this committee that the records showing the payment of that \$417,000 are fraudulent; you would have to show that those people did not get their money; they would have to show the amount that they did get and the amount they did not get, and then they would have to ask this committee to refer the case to the Court of Claims for that amount, to determine whether or not the claimants are entitled to it.

Mr. BALLINGER. Now, let me ask you one question that I have had in mind during the entire course of this hearing: The Choctaws acquired their Western lands by a cession of a part of their lands East, did they not, under the treaty of 1830?

Mr. HURLEY. Yes; 1820 and 1830.

Mr. BALLINGER. The Mississippi Choctaws had an interest in the lands ceded in Mississippi, did they not?

Mr. BALLINGER. Now, let me ask you one question that I have had in mind throughout the entire course of this hearing. The Choctaws acquired their western lands by a cession of a part of their lands east, did they not?

Mr. HURLEY. Yes, sir.

Mr. BALLINGER. Under the treaty of 1820?

Mr. HURLEY. Yes, sir; but that title was readjusted by the treaty of 1830.

Mr. BALLINGER. The Mississippi Choctaws had an interest in the land ceded in Mississippi, did they not?

Mr. HURLEY. Yes, sir.

Mr. BALLINGER. Then the western lands were bought and paid for by an exchange of property in which the Mississippi Choctaws had an actual interest?

Mr. HURLEY. Mr. Ballinger, you are attempting to pervert the facts to show that these people in Mississippi who received their portion of the tribal estate also retained an interest in the tribal property west. The facts are against you. When the treaty of September 27, 1830, was negotiated this is the statement made by the commissioners to those people:

By direction of your great father we have come amongst you. It is not your lands we seek, but your happiness. If you remain you will be subject to the jurisdiction of courts, pay taxes, etc., and if you are satisfied that in such a condition you would be unhappy, then agree to remove beyond the Mississippi, where you will be able to live under your own laws. Record the votes of your headmen and let us know who is willing to move and who are opposed. In 1820, by a treaty, a fine country was given you for the use of your people. It was the understanding at that time that the Choctaws would remove. Ten years are passed and you are still here. If you prefer to live here, surrender the lands west or otherwise remove to them. Hereafter we will not treat with you. (21 C. Cls. Rep., p. 61.)

Even to the untutored mind of the Indian this language could not be misunderstood. There was presented the alternative of remaining in Mississippi, forfeiting the lands which they had acquired by solemn compact in the West, becoming subject to the white man's laws, to the jurisdiction of his courts and to taxation, or leaving their homes in Mississippi and removing to their territory in the West.

The Choctaws were surprised at the proposition and representations of the commissioners in regard to the forfeiture by them of their lands in the West if they did not remove to them, as no such condition had been placed in the treaty of 1820, and at first refused to treat with the commissioners of the United States. The commissioners thereupon threatened to withdraw and no longer treat with them, and a few days later the Choctaws, being fearful of the consequences of their refusal, presented certain proposals for a treaty of their own accord. They agreed that their people would remove to their lands west of the Mississippi, but demanded that those who had improvements in Mississippi and were willing to remove should be granted certain reservations, the amount of the reserve being dependent upon the acreage under cultivation, and insisted that those who desired to remain should also be taken care of, with the understanding that they should become citizens of the State in which they resided and thereby subject to all the laws of said State. That part of their proposal bearing on this subject is as follows:

Also, such persons wishing to become citizens, and who are heads of families, shall be entitled, for himself or herself, to a section of land; and having lived upon and cultivated the same for six years after the ratification of this treaty, shall receive a grant in fee; the location shall be bounded by sectional lines and include his or her dwelling. (21 C. Cls. Rep., p. 63.)

The treaty was finally concluded on September 27, 1830, and the proposals of the Choctaws were in a measure adopted. Two classes of reservations were provided for by the treaty. Article 14, under which the Mississippi Choctaw claim arises, is as follows:

ART. 14. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of 640

acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age, and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity. (7 Stat. L., 335.)

This article provides for those who desired to remain and become citizens of the States. Article 19 provides for reservations to those who intended to remove and had improvements in Mississippi.

A number of Indians decided that they would take advantage of the inducements offered by the fourteenth article and would become citizens of the United States and of the State of Mississippi and remain in Mississippi, where they could enjoy all of the advantages of a civilized community; and in addition to all of these advantages the head of each family was to receive 640 acres of land for himself and one-half of that amount for each child over 10 years of age and 160 acres for each child under 10 years of age. They were to receive this land in lieu of their interest in all tribal property. Those who attempted to avail themselves of the right to remain in Mississippi and take their share of the tribal property were not fairly dealt with by the United States Government. A few of them did get the land they were entitled to, but those who remained and did not get land under the fourteenth article were given scrip with which they could have taken up land on the public domain. The record shows that they parted with this scrip. They were given money in lieu of the second half of the scrip which they were entitled to. They accepted this scrip and money in lieu of the land which they were entitled to. This money and scrip was paid them by the United States, but was given them out of Choctaw property as their proportionate share of the Choctaw tribal estate, and the United States Government afterwards charged the Choctaw Nation with \$1,749,900 for the money and scrip issued to fourteenth article claimants.

Now, it may be shown that the citizens of Mississippi and the Government of the United States have prevented the fourteenth article Mississippi Choctaws from enjoying the property to which they were entitled under the treaty, but the Choctaw Nation had no hand in preventing them from getting their property, and the Choctaw Nation has been charged up not with what the fourteenth article claimants actually received, but with what they were entitled to receive, so if they have not received what they were entitled to receive, their claim is clearly against the United States and not against the Choctaw Nation.

The injustice of the situation is this: That these same persons who did receive land, scrip, and money afterwards did remove to the Choctaw Nation, and almost without exception these fourteenth article claimants and their descendants are now enrolled members of the Choctaw Nation, sharing equally in the tribal property of Oklahoma with the Oklahoma Choctaws. The treaty specifically provided that if they ever removed they were not to be entitled to any of the annuities belonging to the Oklahoma Choctaws. There is some question as to what is meant by annuities.

The Indians construe "annuity" to mean any money that is paid them by the United States Government, no matter from what source. Undoubtedly the \$400,000 annuity which was to be paid the Choctaws of Oklahoma for the cession of their land in Mississippi under the treaty of 1830 was a paid consideration for the land which they ceded. This is the only kind of annuity that the Choctaw Nation or the Choctaw people had any knowledge of—that is, consideration to be paid them for land which they sold.

It is reasonable to contend, as it has been contended, that those who claimed under the fourteenth article should not lose the privilege of Choctaw citizenship—that is, the privilege to remove to the Choctaw Nation and enjoy the communal benefits of the Choctaw land, but the fourteenth article also said that "if they ever remove, are not to be entitled to any portion of the Choctaw annuity." Then, strictly speaking, even the fourteenth article claimants would not be entitled to any of the money derived from the sale of any Choctaw property for the reason that they had received their share of all the property that the Choctaw Nation

MR. BALLINGER. Now, Mr. Hurley, you have not answered my question, and I want to put it again, now, so there may be no doubt about it.

By the treaty of 1820 the Choctaws ceded a part of their lands east for all the territory now in Oklahoma and additional lands. At that time the Mississippi Choctaws, the present claimants here, were a part owner of the lands exchanged for the western lands. By the decision in the case of Choctaw Nation *v.* The United States, the Supreme Court held that it was under that treaty that the Choctaws acquired the title to the western lands. Now, I want to know whether or not the Mississippi Choctaws, whose lands were taken and exchanged for the western lands, have ever received a dollar for that transaction.

MR. HURLEY. If you have paid some attention to the statement I have made, you would understand that the Mississippi Choctaws, to whom you refer, received \$1,749,900 in scrip and money in addition to land they received as their proportionate share of all the property that the Choctaw Nation owned in 1830; that they received this under the treaty of September 27, 1830, and that in consideration of this scrip and money and land they relinquished whatever interest they had in the lands west. Prior to the making of the treaty of 1830 the Government commission advised the Choctaws, as I have already set forth in this record, that they must surrender the land west or move upon it. Those who did not move upon it unquestionably did surrender their interest to it, as that was the purpose for which the Government made the treaty; but all the Choctaws who were in Mississippi in 1830 were told that they could do one of two things. The first was to remove to Indian Territory and live upon the land which had been given them there. The second was to remain in Mississippi and relinquish their right to the land west and take their proportionate share of the tribal estate under the provisions of article 14 of the treaty.

MR. BALLINGER. Mr. Hurley, that is where I think you are confusing the issue. Now, let me proceed just with another question: By the treaty of 1830 another cession of lands was made, and from the cession then made the Mississippi Choctaws acquired, or were

entitled to acquire, allotments out of the lands then ceded, but that had no connection with the previous transaction. Now, I would like for you to explain those two transactions squarely to the committee.

MR. HURLEY. Now, Mr. Chairman, if there was any merit in the questions asked by Mr. Ballinger, the Court of Claims and the Supreme Court of the United States would certainly have recognized it before this late day. The nature of the title that the Choctaws held to the land in Mississippi has been considered in a number of cases, especially in the *Choctaw Nation v. The United States* (119 U. S., 1). The question was also raised in regard to the so-called leased district claim. It was claimed that the Mississippi Choctaws had some interest in the land west, because that land was acquired by the Choctaw Nation under the terms of the treaty of 1830.

MR. BALLINGER. Were the Mississippi Choctaws parties to that suit?

MR. HURLEY. The reason they were not parties was the very reason that you are trying to make appear to exist in their favor. The reason they were not parties to any of the treaties or litigation affecting the Choctaw lands west, after the treaty of 1830, was because they had been offered the alternative of surrendering the lands in the West, or moving upon them, or to remain in Mississippi and take their distributive share of all the tribal property and become citizens of the State of Mississippi. They declined to go to the land in the West and live upon it, and in lieu of their interest in that land and all other land ceded in Mississippi they took 640 acres of land in Mississippi for each head of a family; 320 for each child over 10, and 160 acres for each child under 10. That was the consideration paid them for the relinquishment of any rights they had to the land in the West which was originally acquired under the terms of the treaty of 1820, and the title to which was readjusted and modified by an agreement between these same Mississippi Choctaws who were members of the Choctaw Tribe and the United States; and in this agreement they were given the privilege, under article 14, to remain in Mississippi and take the land as I have stated. They availed themselves of this privileged and relinquished their right to the property in the West. They allowed themselves to become individualized citizens of the United States in the State of Mississippi, no longer members of a tribe or entitled to any of the privileges of citizenship in the tribe unless they removed to the Choctaw Nation. They were afraid to trust the United States Government and the people of Mississippi, so they reserved to themselves the privilege of reaffiliating themselves with the Choctaw Tribe in the West in case they should be dispossessed of the property reserved to them under the fourteenth article.

The United States Government or the citizens of Mississippi have not treated them fairly, but the United States Government has charged the Choctaw Nation with every dollar that these Mississippi Choctaws were entitled to; so their distributive share has really come out of the Choctaw estate, whether the United States has given the Mississippi Choctaws the benefit of it or not. This right that they reserved to themselves of the privilege of reaffiliating themselves with the Choctaw Nation was, as I have stated, the right to remove to the Choctaw Nation and enjoy the communal benefits of the land; but there is grave question if after removal to the Choctaw

taw Nation they would be entitled to any part of the money received for the sale of the residue of tribal property for the reason that such funds are what the Choctaws have always called and considered annuities, and the fourteenth article under which these persons claimed specifically prohibited them from the right to participate in the distribution of annuities.

Mr. BALLINGER. Now, Mr. Hurley, possibly I have not been able to follow you and grasp the full significance of your statement, but now, under the treaty of 1820, the Mississippi Choctaws did have an interest in the western lands. Now then, will you state under what treaty, and if so, read the provision by which they extinguished their rights in the western lands acquired under the treaty of 1820?

Mr. CARTER. Mr. Ballinger, you contend that under the treaty of 1820 the Choctaw Nation ceded the United States Government about 4,000,000 acres of land in the State of Mississippi. As a consideration for that cession the United States gave the Choctaw Nation in the Indian Territory whatever it was—I forget how many millions of acres—something like 20,000,000 of acres, was it not?

Mr. BALLINGER. Correct.

Mr. CARTER. Then, as a nation, every individual who is a Choctaw in Mississippi in 1820 had in equity—probably had—an interest in the Indian Territory land that the United States Government had ceded to them.

Mr. BALLINGER. That is precisely what I am trying to get at.

Mr. CARTER. Did not that treaty recite that the western lands were set aside only for those who would not work and lived by fishing and hunting, and that was the only class contemplated to be removed by that treaty?

Mr. HURLEY. It said also, and the deed giving the Indians that land, conveying it to them and their heirs so long as they exist as a nation and live upon it.

Mr. BALLINGER. There never was a deed under the treaty of 1820. The treaty itself operated to pass the title.

Mr. HURLEY. Do you mean that the Choctaws have never had a deed to the land?

Mr. CARTER. They got a deed in eighteen forty-three.

Mr. HURLEY. In 1843.

Mr. BALLINGER. That was the conveyance under the treaty of 1830, not 1820.

Mr. HURLEY. According to your argument, which is entirely incorrect, they did not receive the land in 1820.

Mr. BALLINGER. But just one moment. I will make that perfectly plain. By the treaty of 1820, under the ruling of the Supreme Court of the United States in *Choctaw v. United States*, the western lands were acquired by purchase under the treaty of 1820. Subsequently, the Government of the United States desired to acquire all the remainder of their lands, and then entered into a new treaty in which it purported to cede the same lands in the West that it had previously ceded by the treaty of 1820 as a consideration for the lands ceded by the Choctaws in Mississippi under the treaty of 1830. That question was directly in issue in *Choctaw Nation v. United States*, and the Supreme Court held that there was no cession of that land under the treaty of 1830, but that the land was ceded and paid for under the treaty of 1820.

Mr. Post. I think you are mistaken about that.

Mr. BALLINGER. If so, then I am wrong throughout.

Mr. Post. I think in the Choctaw Nation *v.* United States case it held that the consideration——

Mr. BALLINGER. They say it was under the treaty of 1820.

Mr. Post. The consideration for the 10,000,000 acres of land that was ceded in 1830——

Mr. BALLINGER. Mr. Post, the recovery of \$8,000,000 for the 10,000,000 acres of land ceded in 1830 was because of the fact that the United States had given the territory west to the Choctaws for the cession of 4,000,000 acres of land in 1820.

Mr. RICHARDSON. That is what everybody agrees on, then?

Mr. BALLINGER. What is that?

Mr. RICHARDSON. That the territory west was ceded under the treaty of 1820.

Mr. BALLINGER. That is my contention.

Mr. RICHARDSON. The deed so occasioned—pardon the interruption—by the passage of an act of Congress in May, 1830, providing for the giving of deeds to Indian tribes for land to which they were entitled by cession after the treaty of 1830, that act—the language of that act—was incorporated, I think, in one section——

Mr. CARTER. The patent was not executed until after 1830.

Mr. RICHARDSON. No; the act of May, 1830, was the occasion for the patent.

Mr. Post. Mr. Ballinger, if I understand it rightly, the recovery in the net-proceeds case was upon the basis that 10,000,000 acres that were ceded in 1830 by the Indians was without any consideration.

Mr. BALLINGER. Certainly; the consideration had passed under the treaty of 1820.

Mr. Post. Yes.

Mr. BALLINGER. They bought and paid for the western lands under the treaty of 1820.

Mr. Post. Now, under the treaty of 1820 they came by this Oklahoma country for the 4,000,000 acres ceded in 1820?

Mr. BALLINGER. That is correct.

Mr. Post. When it came to 1830, and the United States authorities being anxious to induce these Indians all to go out to Oklahoma, they ran up against the proposition that a lot of them demurred to it and did not want to go; and did not they in that treaty make provision to satisfy them for whatever interest they had in the Oklahoma country?

Mr. BALLINGER. Absolutely no provision whatsoever.

Mr. Post. What was the consideration to the United States Government for giving each family 640 acres and the other provisions?

Mr. BALLINGER. In 1830, when that treaty was negotiated, there were still some 10,000,000 acres of land remaining uncaded in the State of Mississippi. That land belonged to the Choctaw Nation, and, of course, the Mississippi Choctaw, commonly known——

Mr. Post. Ten millions of acres of land left?

Mr. BALLINGER. After the first cession of 4,000,000 acres in 1820 there were then 10,000,000 acres left.

Mr. CARTER. Eleven million.

Mr. BALLINGER. Whatever it was, ten or eleven million, remaining uncaded. Now, the Choctaw who remained there took his portion of that land; that is, the 10,000,000 acres, as an allotment and as his share of the ceded land under the treaty of 1830, and it had no possible connection with the cession of the 4,000,000 acres of land made under the treaty of 1820, which was in compensation for the western lands; that is the basis of our claim. The Indian who took an allotment of 640 acres under the treaty of 1830 still retained his interest in the within lands.

Mr. CARTER. Let me ask you: Did the treaty of 1820 exchange 4,000,000 acres of land in Mississippi for the reservation in the west?

Mr. BALLINGER. Yes, sir.

Mr. CARTER. Now, by the treaty of 1830, the Choctaw Nation ceded 11,000,000 acres of land?

Mr. BALLINGER. About that.

Mr. CARTER. Now, what was the consideration for that?

Mr. BALLINGER. There was absolutely no consideration for that, and the judgment rendered—

Mr. CARTER (interrupting). Simply an annuity provided in the treaty?

Mr. BALLINGER (continuing). And the judgment rendered in the case of Choctaw Nation *v.* United States was the compensation for the land ceded under the treaty of 1830.

Mr. CARTER. That was what I was getting at.

Mr. BALLINGER. So that—

Mr. CARTER. Now, let us get that straight. The judgment, rendered in the net proceeds case then, or a part of it, was for the payment of lands ceded by the Choctaws by the treaty of 1830? At a certain price per acre, the expenses of certifying, etc., to be taken off the price before the net amount was paid the Choctaw Nation?

Mr. BALLINGER. Yes, sir; that is correct.

Mr. CARTER. But under the treaty, it is your contention there was really no consideration made to the Choctaws.

Mr. BALLINGER. Under the treaty of 1830 the Choctaws were deceived, as the Supreme Court, in the case of Choctaw Nation *v.* United States, subsequently held. The Choctaw Nation, upon the representations read by Mr. Hurley, were led to believe that they had not acquired a good title to their western lands under the treaty of 1820, and were thereby induced to cede the remainder of their lands in Mississippi, under the treaty of 1830 as further compensation for the western lands, but the Supreme Court, in the case of Choctaw Nation *v.* United States, held that the western lands were bought and fully paid for by the exchange made under the treaty of 1820, and that the Choctaws had never received any consideration for the 10,000,000 acres of land ceded under the treaty of 1830, and that's the very crux of this case.

Mr. Post. Well, Mr. Ballinger, take the situation of an Indian in 1830, immediately prior to the entering into the treaty. That Indian, according to your contention, not only had an interest in the Oklahoma estate, but he had an interest in the 10,000,000 acres remaining in the State of Mississippi.

Mr. BALLINGER. That is correct. That is our contention.

Mr. POST. Now, let me put this question to you: Was he not provided for; was his interest not paid for, in both estates, by the treaty of 1830?

Mr. BALLINGER. No, sir. His interest only in the 10,000,000 acres ceded under the treaty of 1830 was to be paid for by an allotment, and there is not a scintilla of evidence that the allotment then received was considered by anyone at that time as compensation for his rights in the western lands. If it is now claimed otherwise, it is at least incumbent upon the Choctaw attorneys to come forward with that evidence.

Mr. POST. Now, Mr. Ballinger, under the treaty of 1820, what provision was made for the Mississippi Choctaw that remained in Mississippi?

Mr. BALLINGER. By the treaty of 1820 removal of the entire tribe or even a considerable portion of the tribe was not even contemplated.

Mr. POST. I know, but what provision for those who remained behind?

Mr. BALLINGER. By the treaty of 1820 the western lands were acquired as a hunting ground for the Choctaw, who lived by hunting and would not work.

Mr. POST. Yes.

Mr. BALLINGER. And were held and owned by them in common, or by the tribes in common.

Mr. HURLEY. Now, Mr. Ballinger, you said a while ago that the western lands were acquired in 1820 for those who would not work and lived by hunting.

Mr. BALLINGER. The treaty so recites.

Mr. HURLEY. Now, you claim that no one has an interest in it except those of the Mississippi Choctaws who live now by hunting, and will not work. No Mississippi Choctaws now lives by hunting: that makes your argument ridiculous.

Mr. BALLINGER. I did not say that. The land was acquired by the Choctaw Nation, and was purchased and acquired for the purpose of transporting those Indians who would not work and who live by fishing and hunting, where they might have a home over there, but the Choctaw Nation owned it.

Mr. CARTER. But just a moment. I understood you to say just a moment ago that you did not contemplate that any of them should move to this land as acquired for a hunting ground under the treaty of 1820?

Mr. BALLINGER. Only the removal of those who would not work and lived by fishing and hunting was contemplated.

Mr. POST. What was the condition?

Mr. BALLINGER. It was owned by the Choctaw Nation and used for that purpose, the same as their funds might have been used for the education or support of a certain class of the Choctaws, but it still remained the property of the Choctaw Indians.

Mr. HURLEY. Now, Mr. Chairman, Mr. Ballinger argued that before.

Mr. BALLINGER. You promised that you would answer it squarely. Now, I would like to have you do so.

Mr. HURLEY. As a matter of fact, Mr. Ballinger will not accept any legal answer to any of his arguments. He takes the position that the land acquired in 1820 was acquired for those who lived

by hunting, and who would not work. We have shown this committee, or attempted to show it, that the fourteenth-article claimants, the nineteenth-article claimants, and the supplementary-article claimants of the treaty of 1830 received out of the lands then belonging to the Choctaw Nation their distributive portion of the property of that tribe, no matter where located. They did accept that on the condition that if they ever removed to the Indian Territory in the West, they should not lose the privilege of a citizen.

Mr. Post. If I understand you right, Mr. Hurley, the situation of the Indian was this: Up until 1830 the Choctaw Nation owned whatever land remained and had not been ceded by the treaty of 1820 in Mississippi, and the Choctaw Nation owned the Oklahoma country?

Mr. HURLEY. Yes, sir.

Mr. Post. But in the treaty of 1830 all the property that was owned by the Choctaw Nation was ceded to the United States Government, with the exception of such of the property as was retained under the provision of the treaty by which the heads of the families under the fourteenth article received 640 acres and other members of their families lesser amounts.

Mr. HURLEY. Yes, sir.

Mr. Post. Now, if an Indian in that condition elected to remain, he had his right to do so?

Mr. HURLEY. Yes, sir.

Mr. Post. And therefore his entire interest in the estate was wiped out by his own selection?

Mr. HURLEY. Yes, sir; he had a right to choose whether he would go to the Indian Territory and become a citizen there with all the privileges of citizenship, or take his 640 acres of land in Mississippi as his distributive share of all the property belonging to the tribe—

Mr. BALLINGER. Mr.—

Mr. HURLEY. Just wait a minute, Mr. Ballinger; you will not allow me to answer your question. I am sure that the committee fully understands my contention as to what privilege was reserved to the fourteenth-article claimants, but I will repeat my contention for Mr. Ballinger's information.

The fourteenth article did reserve to them the right to remove to the Choctaw Nation, and after removal to be entitled to the privileges of Choctaw citizenship, save a right to participate in Choctaw annuities. The time within which they could have exercised the privilege of removing has expired. The land has been allotted in severalty; the tribal governments have been dissolved. There is no longer governmental authority of any nature vested in the tribal governments. There is, of course, a governor of the Chickasaws and a principal chief of the Choctaws vested with authority under the laws of the United States to execute conveyances of tribal property, but there is no judicial, executive, or legislative authority existing in the tribal organization.

The title to the residue of tribal property is vested with certain limitations, as I have heretofore shown, in the enrolled individual members of the tribe. Therefore if there were any fourteenth-article claimants now residing in Mississippi (which we do not admit;

I believe we have shown all fourteenth-article claimants are now in the Choctaw Nation). they could not exercise the privilege which they had reserved to them. This privilege was reserved to the fourteenth-article claimants and their heirs for almost a century before the allotment of the land of the Choctaw Nation in severalty. If they have never availed themselves of the privilege, it is now too late for them to do it. You speak of the rights of these individuals. I hope the committee fairly understands in the first place that they did not have a right. They had a privilege to remove to the Choctaw Nation, and after having done so the privilege of becoming citizens. These were conditions precedent after the performance of which they would have the equitable rights of Choctaw citizens. They were not citizens of the Choctaw Nation at any time after the treaty of 1830, unless they removed to the Choctaw Nation West, and reaffiliated themselves with the tribe. The deed by which the land now belonging to the Choctaw Nation was conveyed to the Choctaws contains this language:

In fee to them and their descendants to inure to them while they shall exist as a nation and live upon it.

The Mississippi Choctaws have never lived upon this land. They have been individual citizens of the State of Mississippi, and have not existed as a nation since 1830. In 1830 they were given the privilege of removing to this land or to surrender it and remain in Mississippi and obtained certain privileges under article 14 of the treaty of September 27, 1830. They elected to remain in Mississippi, and they did accept the privileges extended them under the fourteenth article. They retained, of course, the privilege of reaffiliating themselves with the Choctaw Nation and becoming citizens under certain conditions, but these were conditions that existed nearly a century ago. They do not now exist. It is therefore impossible for them now to exercise the privilege they retained.

The right to affiliate themselves with the Choctaw Nation and become citizens was reserved only to fourteenth-article claimants. It was not reserved to claimants under the nineteenth and other articles of the treaty. It seems to be admitted that all fourteenth-article claimants, or their descendants, are now in the Choctaw Nation, consequently there is no one in Mississippi who can claim the privilege extended to fourteenth-article claimants: but if there are descendants of any fourteenth-article claimants now residing in Mississippi their equitable and moral right to participation in the distribution of Choctaw property was exhausted by their acceptance of their proportionate share of all of the property that the Choctaw Nation owned in 1830.

MR. BALLINGER. Now, Mr. Hurley, under what provision of law did that come?

MR. HURLEY. The distribution of their proportionate share of the tribal property among them was provided for by article 14 of the treaty of 1830 and by the nineteenth and supplementary articles of the same treaty; by the act of congress approved February 22, 1838 (5 Stat. L., 211); the act of Congress approved March 3, 1837 (5 Stat. L., 180); the act of Congress approved August 23, 1842 (5 Stat. L., 513); the act of Congress approved March 3, 1845 (5 Stat. L., 777); the act of Congress approved July 21, 1852 (10 Stat. L., 19):

the act of Congress approved August 30, 1852 (10 Stat. L., 42); and the act of Congress approved March 3, 1853 (10 Stat. L., 237).

Under this treaty and these acts the fourteenth article Mississippi Choctaw claimants received land and scrip and money in lieu of their share of the tribal property of the Choctaw Nation.

Mr. BALLINGER. Now, I hand you article 14 of the treaty of 1830, and you read to the committee any provision contained in that article that extinguished their rights acquired under the treaty of 1820.

Mr. HURLEY. I have read that to the committee.

Mr. POST. It would not say in express words that that was in complete extinguishment of all the property right they had in the nation, but it did make an express provision there for the Indian who elected to remain in Mississippi.

Mr. HURLEY. And gave them a right to take twice as much land as citizens of the Choctaw Nation west are now receiving as allotments. The argument that they have a claim to citizenship in the Choctaw Nation because the United States prevented them from receiving this land and the people of Mississippi robbed them of their scrip and money is absurd. If people of Mississippi and the Government of the United States perpetrated any fraud on the Mississippi Choctaws after they elected to take their portion of the estate, their claim is against the United States and the people of Mississippi and not against the Choctaw Nation.

Mr. BALLINGER. Mr. Post, under the treaty of 1830, by the second article, or by the third article, the Choctaws ceded all of their remaining lands east of the Mississippi River to the Government, amounting, in the aggregate, to some ten or eleven million acres. Now, here is the provision contained with reference to those who desired to remain east, and I submit that this provision related only to the acquisition of their share of the property ceded, which they took in lieu of participating in any funds that might have been derived therefrom:

Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty. He or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by sectional lines of survey. In like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age, and a quarter section to each child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

Now, by this provision they were given lands in Mississippi, and then provision was made that they should share in those western lands.

Mr. HURLEY. That statement is absolutely incorrect.

Mr. POST. Now, you are lawyer enough to read that treaty from the four corners and understand that all the interest you have, if you elect to remain in Mississippi under the terms of the agreement, is the provision made there, is it not? The Indian who elected to remain, under the treaty, in Mississippi was to get nothing more than provided for in the treaty.

Mr. BALLINGER. But they were dealing in 1830 only with the remaining ten or eleven million acres of land.

Mr. POST. How was that?

Mr. BALLINGER. That treaty of 1830 dealt only with the residue lands, aggregating ten or eleven million acres.

Mr. POST. The treaty of 1830 is rather supplementary to the other treaty.

Mr. BALLINGER. I think the two should be considered together, and when considered together I think they make a perfect case in support of our contention.

Mr. POST. I would not agree upon your construction. That would depend on his right of removal.

Mr. BALLINGER. Beg pardon?

Mr. POST. I would not agree with your construction. That would depend upon his right of removal. In order to become a citizen—after he had elected once to become a citizen of the State of Mississippi—in order to become a citizen of the Choctaw Nation the prerequisite of the residence attaches under that section.

Mr. BALLINGER. Mr. Post, you are now discussing a question of citizenship. Now, property rights might or might not flow from citizenship.

Mr. POST. He could not have property rights in a nation unless a citizen of that nation.

Mr. BALLINGER. In these communal lands, where the property has been purchased with the common funds of an Indian tribe, and the tribe has subsequently become divided, Congress has almost invariably recognized the division and the rights of the parties—of the respective factions of the tribe which have become separated—to all share in the funds.

Mr. CARTER. Mr. Ballinger, is not whatever right the Mississippi Choctaw has under this article based on the right of citizenship?

Mr. BALLINGER. Citizenship at the time the property was acquired.

Mr. CARTER. How do you construe this language: "Persons who claim under this article shall not lose the privilege of a Choctaw Indian, but if they ever remove they shall not lose any right of a Choctaw citizen"? Do you not base on that?

Mr. BALLINGER. That is not the provision I have been basing the claim of my clients upon.

Mr. CARTER. Well, then, you discard this portion of it and do not assert any claim under that?

Mr. BALLINGER. I do not think the portion you have just read is material to the claim here of our clients.

Mr. CARTER. Well, then, on what part of the treaty of 1830 do you base the claim of your clients?

Mr. BALLINGER. I am not basing a claim under the treaty of 1830, but under the treaty of 1820.

Mr. CARTER. But, Mr. Ballinger, you have just read the fourteenth article of the treaty of 1830, as I understand it, as a basis for your claim?

Mr. BALLINGER. No; I was reading that to show that both Congress and the Choctaw Nation at that time (1830) recognized they had rights in the western lands.

Mr. CARTER. Yes. Now, what rights are recognized? They must, by the language of this, be based upon citizenship. The only right recognized in this at all is that they shall not lose the privilege of a Choctaw citizen; that is the only language, in this fourteenth article at least, that is a recognition of their rights in any manner that I can see.

Mr. BALLINGER. Mr. Chairman, the word "citizen" was loosely used in the treaties.

Mr. CARTER. But you are getting away from the point.

Mr. BALLINGER. Technically speaking—and I want to answer your question fairly—technically speaking your are correct, but in construing the treaty of 1830 you should construe it in the light of the understanding of the contracting parties, and at that time none of the parties who remained there believed or were led to believe that they would lose their property rights if they did not remove.

Mr. CARTER. We can not say that, Mr. Ballinger. We do not know what was in their minds, and you can not base your claim on the belief of people who have been dead 35 or 40 years. We can not say this fellow believed so-and-so. As a matter of fact, I never saw a treaty made with Indians in my life that some Indian did not afterwards claim he did not understand, and I think our friend here, Mr. Wright, who has had varied experiences with Indians will bear that out. Is it not always the case, Mr. Wright, that same Indian will claim, after a treaty is made, that he did not understand its terms?

Mr. WRIGHT. Yes.

Mr. BALLINGER. Mr. Carter, as to this particular treaty, it is freed from this doubt that you speak about, because of the fact that there is an accurate record of exactly what transpired and the representations made, of which I have a copy.

Mr. CARTER. All right; now we are getting down to business. You say you have a record which says that at that time the people did not understand the treaty to mean what was afterwards shown? Let us have the record.

Mr. BALLINGER. I mean that at the time the treaty of 1830 was negotiated representation was made to the Indians that they did not have to remove, and there was no representation made to them then or later of which there is any record that by taking an allotment of land there they extinguished their right in the Choctaw Nation.

Mr. CARTER. This very treaty itself recognized their right to such in Mississippi?

Mr. BALLINGER. Certainly; to allotments out of the 10,000,000 acres being ceded. They took their individual shares in land.

Mr. CARTER. There is no dispute about it?

Mr. BALLINGER. Certainly.

Mr. CARTER. Undoubtedly the language of the treaty gives them the right to remain in Mississippi?

Mr. BALLINGER. Yes, sir.

Mr. CARTER. That is not the question at issue at all; but could they remain in Mississippi and still claim an interest in the estate in Indian Territory? Now, I want to call your attention to the fact that this language here is not really a conclusive conference of the rights of citizenship. It says they shall not lose what? Citizenship?

No; the privilege of a Choctaw citizen: there might be a difference between actual citizenship and the privileges of citizenship. A man might have the privilege of becoming a citizen of the United States, although born in England, if he comes to America and becomes naturalized.

Mr. BALLINGER. Yes.

Mr. CARTER. In like manner it seems that the so-called Mississippi Choctaw reserved the privilege. The intent of this provision seems to be that the Mississippi Choctaw might have the privilege of becoming a Choctaw citizen. How, if he removed?

Mr. BALLINGER. Mr. Carter, right there let me answer your question. The object and purpose of that provision is, to my mind, simply this and nothing more, that if the Choctaw Indian who remained in Mississippi wanted to go back and reaffiliate himself with the tribe, that he then could do so, and by doing so he became a citizen of the tribe in all the word implies.

Mr. CARTER. I think that is what is meant.

Mr. BALLINGER. That is precisely what is meant.

Mr. POST. It was a mere privilege granted.

Mr. BALLINGER. Certainly; but suppose he did not go, there is no provision in the treaty by which he is to forfeit rights in property bought and paid for with his money.

Mr. CARTER. I am trying to confine the discussion to what rights were conferred by this, Mr. Ballinger.

Mr. BALLINGER. Yes.

Mr. CARTER. We are not discussing the question of whether this deprived him of any rights, but I am trying to find out what your contention is as to the claim the Mississippi Choctaw might have under this contention. His whole claim in the House and Senate has been asserted as resting on this provision.

Mr. GALLINGER. Mr. Carter, in my argument I tried to make myself perfectly plain; that I attach no importance to that provision, article 14, because of the general language contained in articles 2 and 3 of the treaty, which accorded practically the same rights to any person who remained.

Mr. HURLEY. Let me ask one question, Mr. Chairman. Mr. Ballinger, will you state to the committee why 640 acres were given to those people?

Mr. BALLINGER. I will endeavor to make that perfectly plain. In 1830, 640 acres of the land that was ceded was less than the individual share, if there had been a general allotment of the 10,000,000 acres, each individual would have received.

Mr. POST. In the 10,000,000 acres?

Mr. BALLINGER. In the ten or eleven million acres remaining. Now, he got his share in land. Those who did not take allotments got their share in money under the judgment of the Supreme Court, and that is why I have never been able to appreciate the importance of this Choctaw suit of the Chickasaw Nation against the United States in connection with this matter and the disposition of those funds, for in my opinion those funds should have properly gone to the Indians west, except the funds derived from the lands that should have been allotted to the Choctaw under the treaty of 1830, and which he did not get.

Mr. CARTER. Then it is agreed by you that this provision here or this last sentence in article 14 of the treaty of 1830 did not confer or attempt to confer citizenship upon any Mississippi Choctaw Indian unless he removed to Oklahoma?

Mr. BALLINGER. Mr. Carter, I have made myself perfectly plain on that, that in order to acquire political rights in the Choctaw Nation he must remove to the Choctaw Nation and reaffiliate himself with the tribe.

Mr. RICHARDSON. Mr. Chairman, I want to take exception to the construction which has been sought to be put upon this article, and you will find that by reading the article it does not make any provision for acquiring citizenship in the Choctaw Nation at that or any other time. The provision is made in a treaty where certain persons who desire to remain in Mississippi are parties to the treaty, some are the chiefs who signed the treaty, and the supposition was not that they should gain citizenship or anything like that, but the provision is as follows: "Persons who claim under this article shall not lose the privilege of a Choctaw citizen." Now, there is a great deal of importance which must be placed upon that word "lose," because they had at the time they signed that treaty the full privileges of Choctaw citizenship, and the question was not something that they might get in the future, but their status at that time and that status being preserved.

Mr. CARTER. Now, Mr. Richardson, is it your contention that they had the full right of citizenship at that time in Indian Territory?

Mr. RICHARDSON. In the Choctaw Nation?

Mr. CARTER. I mean the Choctaw Nation in Indian Territory?

Mr. RICHARDSON. My idea of that provision is this: That those Indians who were parties to that treaty, and who knew and desired to avail themselves of this article, regarded themselves as remaining in Mississippi, clothed with the full privileges of Choctaw citizenship, because the history of that article shows that those people who were intending to adopt the provisions of that article were the constant bidders; that is to say, they were the element who were so impressed with the traditions of the Choctaw Nation that this country was the country which contained the graves of their ancestors, where their fathers had been born, and that they were the people who, of all Choctaws at that time, were Indians through and through, and they signed that treaty, as the contemporaneous records show, with the full belief that they did not lose any privilege of Choctaw citizens.

Mr. CARTER. Mr. Richardson, let me ask you this: Do not the records show that at that time the Federal Government was unable to start any migration to the western reservation?

Mr. RICHARDSON. Yes.

Mr. CARTER. They could not get any considerable number of the Choctaws to move, then?

Mr. RICHARDSON. Yes.

Mr. CARTER. Even after the treaty of 1820?

Mr. RICHARDSON. That is correct.

Mr. CARTER. And do you not claim that this provision was placed in the treaty in order to get the signatures of the Choctaws to the treaty of 1830?

Mr. RICHARDSON. Absolutely so. These people would not have signed that agreement unless that was put in, and that was written after the treaty for that purpose.

Mr. CARTER. That was put in to satisfy the fellow who wanted to remain in Mississippi?

Mr. RICHARDSON. That is perfectly true.

Mr. CARTER. And it was put in to give him the privilege to remain in Mississippi if he wanted to?

Mr. RICHARDSON. Yes.

Mr. CARTER. And have his home there if he wanted to, but if he should become dissatisfied with his condition thereafter and desire to close out his holdings in Mississippi and go to Indian Territory, he could then reinstate himself, as his going there would reinstate him to full citizenship with the Choctaws in the West?

Mr. RICHARDSON. No; I do not think it would be necessary to reinstate him when the article says he shall not lose his privilege.

That is the one word in this treaty which can not be overlooked, that he can not lose the privilege.

Mr. CARTER. Perhaps I do not make myself perfectly clear. If the fellow who took advantage of this fourteenth article should become dissatisfied with his lot in Mississippi on account of being imposed on by the white man, or for any other reason, and decided to give up his land there, as might suit the dictates of his own bidding, he could then go to the tribal reservation in Indian Territory and have full citizenship—that is, he would not lose his citizenship. He could go there afterwards, any time, and retain his citizenship in that country.

Mr. RICHARDSON. Why, certainly; as any Choctaw citizen would be entitled to do so.

Mr. CARTER. Well, do you think, Mr. Richardson, that any man could become a citizen of any country and exercise the privileges of citizenship of that country, as privileges go, without living within the confines of that country?

Mr. RICHARDSON. I think so, provided that he were an original citizen of that country now.

Mr. CARTER. Well, now, let us follow that out just a moment. Suppose a man is a citizen of the United States and he moves to Germany—bad place for him to move right now, but suppose he does—can he in Germany exercise any of the privileges of a United States citizen?

Mr. RICHARDSON. He can have the privileges without exercising them.

Mr. CARTER. He can claim the protection of a United States citizen in Germany, but he can not exercise any such privileges as voting. He is not required to pay taxes to the United States Government while in that country, and he can not exercise the privilege of educating his children in the United States unless he is absolutely in the United States.

Mr. RICHARDSON. No; but he may be to the fullest extent a citizen of the United States, just as the subjects of Germany are bound, in their laws, to return to take service.

Mr. CARTER. I understand, but to exercise—and we must bear in mind that our rules are different—but to exercise citizenship—his

citizenship as a citizen of the United States—he must necessarily return to the United States.

Mr. RICHARDSON. That would be true to exercise the privileges of citizenship.

Mr. CARTER. Would not participation in this be called the exercising of citizenship?

Mr. RICHARDSON. I think that where the Choctaw estate is being wound up and distributed it would not be necessary for a man to return, provided he is a citizen of the Choctaw Nation.

Mr. CARTER. Wait a minute; how do you construe this word “remove”?

Mr. RICHARDSON. I think the word “remove” undoubtedly means remove from Mississippi to the Choctaw Nation.

Mr. CARTER. Do you not think, as said by Judge Clayton, no word is put in any law except for a purpose, and it must be construed as having a meaning if it is in the law? Do you not think this sentence here carries with it the implication that if he has the privilege of a Choctaw citizen he must remove to Indian Territory?

Mr. RICHARDSON. No; I can not see that, Mr. Chairman. You must recall the fact that at that time the Choctaw Nation had no rules of citizenship further than that the property and property rights of the Choctaw Nation were such that they could be only actually physically enjoyed by those who were living on the land.

Mr. CARTER. On the reservation.

Mr. RICHARDSON. Therefore a person who lived in Mississippi, under article 14, although he might be in the terms of this article a person who had not lost his privilege of Choctaw citizenship, would not of necessity be enjoying the privileges of citizenship.

Mr. CARTER. Could not.

Mr. RICHARDSON. Could not, because he would have to be physically present on the land in order to have any beneficial use of it.

Mr. CARTER. Must we not interpret that not in view of the conditions as now, but as then, because then such a thing as allotment of lands of the Choctaws was not considered. As a matter of fact the Choctaw people removed West so they might own their lands in common and enjoy them in common, and might, as has been said in the past, have a Chinese wall built around them, from which the white man might be excluded.

Mr. RICHARDSON. I think that is perfectly true, but when you attempt under changed conditions—attempt to wind up and distribute the property of the Choctaw Nation, and these people are living there who the treaty says have not lost their privileges of citizenship, and when they merely fulfill the contingency of going onto the land they are supposed to enjoy, are subjects to receive the benefits of citizenship except the annuities, under the treaty, then you must take them into account.

Mr. CARTER. You must take them into account, Mr. Richardson, it is true; but I do not see how you escape the interpretation of this word “remove.” Now, let us read it again:

Persons who claim under this article shall not lose the privilege of a Choctaw citizen who, if they have removed, are not to be entitled to any portion of the Choctaw land.

The implication there seems perfectly plain to me that the establishment or the retention of citizenship was contingent upon removal. If not so, why should the word "remove" be put in there?

Mr. RICHARDSON. It was put in there, in my judgment, for this reason: The Mississippi Choctaw got 640 acres as the head of a family, or 320 or 120 as a minor, and that land meant something to them. At the same time, under that treaty, the only thing that was given the Choctaw Nation herself was the annuity of \$400,000. Now, in the case of the Choctaw Nation *v.* United States will be found a statement made by Peter P. Beecher, who was then governor of the Choctaw Nation and a delegate to Washington, and he has figured out in that statement that if each person—head of a family and child in the Choctaw Nation in 1830 had been given the amounts under that treaty, it would have satisfied the 11,000 acres of land; that is to say, the amounts given the Choctaws who remained were their distributive share of the 11,000 acres of land which the Choctaws would own then in Mississippi.

Mr. CARTER. Eleven million dollars.

Mr. RICHARDSON. And that was one of the arguments made in the case of the Choctaw Nation *v.* United States. Now, for that reason they got everything that they were entitled to under the treaty of 1830. The other Choctaws got an annuity which was supposed to be the only explanation for it, that it was compensation for the lands not taken up, although it was vastly inadequate. Now, I say, therefore, that when the Choctaw Indians removed it would have been unfair to let them live in Mississippi for five years and acquire title to their territory in Mississippi, sell it, and go over to the nation and receive the annuities which the Choctaws who had moved were getting.

Mr. CARTER. The annuities were inconsequential, were they not?

Mr. RICHARDSON. Practically so; they were \$400,000 for lands which were worth five or six million dollars.

Mr. CARTER. Let me ask this: It is agreed by everybody, I think, that the thing the Federal Government wanted done at that time was to have these Indians move to Indian Territory; I think that is agreed.

Mr. RICHARDSON. That is absolutely agreed upon.

Mr. CARTER. That was one of the objects of making this treaty.

Mr. BALLINGER. That was 1830?

Mr. CARTER. 1830. Now, then, if you give to the Indian in Oklahoma a reservation and then to the Mississippi Choctaw Indian the allotment in Mississippi and an equal interest in a reservation in the West, you offer a premium to the Indian to stay in Mississippi. Does that seem to bear out the policy of the Government at that time?

Mr. RICHARDSON. I think that the question of the policy of the Government at that time was subordinated to this fact, that the Government could not force the Choctaw Nation or its representatives to sign that treaty unless they did put that provision in it, and the records show that that provision was put in there, in my judgment, by the officers of the United States with the deliberate intention at the time it was put there of violating it, and the records show that they followed that up with conduct which was in every respect a violation of the letter of the treaty.

Mr. CARTER. Now, let me pursue that a little further. Would it not be natural to suppose that this was the intention of the Government, that some of these Indians would perhaps allot these lands in Mississippi, but that afterwards the Government might be able to persuade them to abandon the allotments and go to the reservation in Indian Territory? Would that not be a very natural conclusion?

Mr. RICHARDSON. I suppose that would be; I do not see any reason for thinking that that would not be possibly the thing they had in view.

Mr. CARTER. It evidently would not have been the purpose of the Government, with its avowed policy of removal, to have offered a premium to a man to remain in Mississippi. They evidently would not have offered to give a man who remained in Mississippi more than the man who went to Indian Territory.

Mr. RICHARDSON. I think that is what they did.

Mr. BALLINGER. They gave the fellow who went——

Mr. RICHARDSON. The man who stayed in Mississippi under the fourteenth article and then moved to Oklahoma more than the fellow who moved in the first instance. Everybody's construction of the treaty agrees to that, because it is admitted that those persons living here under the fourteenth article stayed in Mississippi, the majority of them for a period of 12 to 15 years after 1830—during all that time the Government was moving them—that they gave those people who moved, who got scrip, a cash indemnity for that scrip, and, I think, moved them into Oklahoma, and the Choctaw Nation west, and there they have been given, as my friend has said, full acknowledgment as Choctaw citizens, so a man who took advantage of this article, whether he moved in 1840, or whether he is there to-day, is entitled to more advantages than those who moved.

Mr. CARTER. Well, then this is about the situation: The Federal Government, finding itself unable to get the Choctaws to migrate, offered in this fourteenth article provisions that these who remained in Mississippi might allot certain lands, that they might not lose the privilege of citizenship in the western reservation. So that gets backs to the original proposition that the intention, evidently, of the Federal Government at that time was that the Indian who remained in Mississippi and took the allotment should not be entitled to citizenship in the Choctaw Nation in Oklahoma and Indian Territory unless he removed there and established his residence there, and for that reason, and in carrying out that intention, the words "if they remove" must have been placed in the fourteenth article. That seems perfectly plain to me. I can not see why these words, "if they ever remove," should have been placed in there unless it was the intention of the Government that with the Choctaw Indian, the same as had always been true of other Indians, it would be necessary for him to remove on the reservation before he acquired actual rights.

Mr. RICHARDSON. If that last clause had not been put in that article the provision "if they ever remove," or was to be entitled to any portion of the Choctaw annuity, then the persons who removed in 1838, 1840, or 1842 would have not removed and received a proportional share of the Choctaw annuity.

Mr. CARTER. As a matter of fact, I think they had.

Mr. RICHARDSON. I think that is true.

Mr. CARTER. I think the Mississippi Choctaw has always been treated, with reference to annuities, the same as other Choctaws.

Mr. RICHARDSON. At that time there was no roll kept.

Mr. CARTER. I mean when they went to Indian Territory. I have never heard of any distinction between the citizenship of the Mississippi Choctaw and the native Choctaw after he was admitted to citizenship.

Mr. RICHARDSON. Mr. Chairman, would not the presumption, in view of the fact that the United States was endeavoring to move these Indians and make them move—would not the statement in that provision that if those who claimed may retain the privileges of Choctaw citizenship, but if they removed are not to be given a part of the annuity mean to impose on those who stayed, under that article, a penalty of a loss of a part of their property or citizenship; that is, their right to share in the annuity?

Mr. CARTER. That would be true, perhaps; that conclusion might be drawn, I would say, if the annuities really amounted to anything, but \$14,000 annuity for twenty or thirty thousand people is an inconsequential amount.

Mr. RICHARDSON. There are \$20,000 a year.

Mr. CARTER. Then, \$20,000 for twenty or thirty thousand people would be an inconsequential matter. That would not have induced them to move to Oklahoma when the journey would have cost them a great deal more.

Mr. BALLINGER. Mr. Chairman, I would like to call your attention to this fact, and I do not think it has been brought out, that if the 11,000,000 acres remaining in Mississippi had been allotted in allotments of 640 acres, it would have allotted 18,750 Indians, and in 1830 there were only 19,250 Choctaws, including those who removed. Only the heads of families received 640 acres, children over 10 years of age 320 acres, and children under 10 years of age 140 acres; so that the Indian who took an allotment did not get his share of the 11,000,000 acres disposed of by the treaty of 1830.

Mr. CARTER. You must take into consideration, Mr. Ballinger, that they had the pick of the lands.

Mr. BALLINGER. They had to take lands upon which their improvements were.

Mr. CARTER. If the conditions are similar in Mississippi to Oklahoma, you would have found the Indians allotted on all the best lands.

Mr. HARRISON. Mr. Chairman, I want to ask a question for information. I hear a great deal said about each one receiving 640 acres of land; that is, the head of the family, and those over 10 and under 10 so much; now, I have it in mind from what little attention I have given it, that that applies to the chief men of the tribes.

Mr. CARTER. To anybody.

Mr. HARRISON. Did each Choctaw who removed in Mississippi have set apart to him and did he receive that 640 acres?

Mr. CARTER. He did not have set apart for him.

Mr. HARRISON. Has he ever gotten it?

Mr. CARTER. He was allowed the privilege of taking 640 acres of land.

Mr. HARRISON. I see that.

Mr. CARTER. If he did certain things; you contend he was prevented from doing those things by the Federal agents themselves.

Mr. HARRISON. That was the point I was after exactly; then he never got that land.

Mr. CARTER. One hundred and forty-three heads of families did.

Mr. HARRISON. Then those who did not get the land afterwards, upon appeal to the Federal Government, were given scrip—one-half in actual scrip and the other half in money. I may ask was that scrip paid to those who remained in Mississippi?

Mr. CARTER. The first half was paid the scrip; the cash was paid in Indian Territory.

Mr. BALLINGER. Now, Mr. Chairman, right in that connection, I think the record pretty conclusively shows that those persons who were entitled to land under the treaty of 1830, as a matter of fact, received no greater proportion of benefit from the lands, the value being paid for them in scrip and in various ways, than the Indian who removed from Mississippi received from the sale of the residue lands. Both received practically nothing.

Mr. CARTER. The one who moved to Mississippi?

Mr. BALLINGER. To Oklahoma; both received practically nothing. The Indian who removed to Oklahoma realized from his share of upward of 11,000,000 acres of land a share in about \$2,200,000. The Indian who was entitled to an allotment of 640 acres probably did not receive over 10 per cent of its actual value.

Mr. CARTER. I take it this was what the actual facts were: Scrip was delivered to these people without any restrictions whatever—and if I am not right, I hope you gentlemen will correct me. That being the case, the Indians not being accustomed to trading for anything of value, the scrip naturally passed into the hands of some white men in Mississippi, for perhaps a very nominal price, a short time after he received it. Those who received the last half of the scrip, which was delivered in cash, having been delivered in Oklahoma, perhaps a great many squandered that, maybe in Oklahoma, perhaps took it back to Mississippi with them and squandered it, so that whatever they received from the Government in compensation for the treaty rights in 1830 was practically no benefit to them at all. So, in like manner, if \$2,080, or any other amount, were delivered to them as provided by the Harrison bill, these unfortunate people would realize practically no benefits from it, for it would quickly pass into the hands of scheming white neighbors.

Mr. RICHARDSON. Mr. Chairman, I want to refer to a rumor in connection with something you just said in your statement. The records of the agents who distributed that one-half of the scrip in Mississippi show that they recognized contracts which these Indians had entered into with attorneys, and those contracts called for one-half of what the Indians recovered; and the record shows that one-half of the scrip delivered in Mississippi was delivered to the attorneys and not to the Indians. They never had physical possession of the scrip.

Mr. CARTER. They recognized powers of attorney.

Mr. RICHARDSON. They recognized powers of attorney, and delivered one-half of what was indorsed, and transferred by virtue of power of attorney in the case.

Mr. CARTER. Do you attribute the responsibility for that condition to the United States? Do you charge the United States or the Choctaw Nation with responsibility?

Mr. POST. Evidently it would be the United States.

Mr. CARTER. Mr. Richardson, you have read the Harrison bill carefully?

Mr. RICHARDSON. I have.

Mr. CARTER. Is there anything in that bill to prevent the same thing occurring as occurred before?

Mr. RICHARDSON. I do not think the Harrison bill has any provision for the restriction of the use of the fund or property which may be given these Indians.

Mr. CARTER. There is nothing in the bill to prevent it being paid upon powers of attorney.

Mr. RICHARDSON. Well, the general law at this time provides that no attorney, in the collection of a Government claim from any citizen of the United States, can collect that money at the present time under the law as it exists now. If I represent you in the prosecution of a Government claim, I could not collect that money under power of attorney.

Mr. CARTER. I would have to collect it in person?

Mr. RICHARDSON. You would have to collect it in person, or you would have to indorse the draft, the only exception being that after the draft is drawn you could file a power of attorney after that day to indorse.

Mr. CARTER. You can authorize an attorney to indorse after that time?

Mr. RICHARDSON. After that time.

Mr. BALLINGER. Mr. Chairman, there was some question as to under what treaty the title was acquired. I want to read into the record an extract from the record in the case of——

Mr. CARTER. I do not think there is any dispute about that. You can put it in the record, however.

Mr. BALLINGER. If there is no dispute that the title to these lands was intended in 1820——

Mr. CARTER. That seems to be the understanding.

Mr. BALLINGER. I wanted to make it perfectly clear what the court held.

Mr. CARTER. That is your understanding, is it not?

Mr. BALLINGER. Yes; I do not know any one who disputes that.

Mr. CARTER. Is it yours, Mr. Bond?

Mr. BOND. No, sir; the complete title passed on the issuance and delivery of patent.

Mr. CARTER. Is it your understanding that the statement he has just made, to the effect that the treaty of 1820 carried the consideration?

Mr. BOND. Yes; that is my understanding.

Mr. BALLINGER. And that that was the only consideration that ever passed for it?

Mr. BOND. No; I do not concede that. Other considerations were involved before the execution and delivery of patent.

Mr. CARTER. Then put it in the record.

Mr. RICHARDSON. I just want to make this statement, Mr. Chairman: You spoke of the Harrison bill. Of course he prepared this

bill, and the only provision for the full bloods in that bill is the mandatory clause written in there after these hearings started, providing for the enrollment of the full bloods.

Mr. CARTER. After identification.

Mr. RICHARDSON. Yes; but in the bill which the counsel for the Mississippi full-blood Choctaws prepared, and which is before this committee, a very complete system is provided for the establishment of a trust fund administered by the Secretary of the Interior, with a provision exempting their share in these funds from any debts and claims, and for the purchase of forms which are to be subject to restrictions, and I think very complete provision for the protection of these Indians.

Mr. BALLINGER. Now, I want to insert this extract from the decision of the Supreme Court of the United States in *Choctaw Nation v. United States* (119 U. S., p. 38), wherein the court said:

The most noticeable thing, upon a careful consideration of the terms of this treaty, is that no money consideration is promised or paid for a cession of lands, the beneficial ownership of which is assumed to reside in the Choctaw Nation, and computed to amount to over 10,000,000 acres. It was not an exchange of lands east of the Mississippi River for lands west of that river. The latter tract had already been secured to them by its cession under the treaty of 1820.

Mr. BOND. I agree to that, Mr. Chairman, as between the nation and the United States, but not as to the individuals; the individuals who remained received an additional consideration before the delivery and execution of the patent; they accepted the consideration of allotting land in Mississippi and relinquished the right to the lands west unless they removed and lived thereon. Title can pass by treaty and otherwise, but the patent in this case was the final evidence as to consideration, limitations, and restrictions, so far as the claimants are concerned.

Mr. POST. I understand your claim, Mr. Ballinger, that you have an equity under the treaty of 1820.

Mr. BALLINGER. That is precisely my contention.

Mr. POST. And that is your contention?

Mr. RICHARDSON. Well, I think that is one of the reasons why, under Article 14, the privileges of citizenship were not to be lost, because that was the only thing that the Choctaw Nation owned except its annuity.

SUBCOMMITTEE OF COMMITTEE ON INDIAN AFFAIRS,

HOUSE OF REPRESENTATIVES,

Wednesday, August 12, 1914.

The subcommittee met at 10.30 o'clock a. m., Hon. Charles D. Carter (chairman) presiding.

Mr. CARTER. Is Mr. Bond ready to proceed?

Mr. BOND. Mr. Chairman, Mr. Hurley has asked for additional time; and while I am ready, I would rather have him complete his argument.

Mr. CARTER. How much time do you want, Mr. Hurley?

Mr. HURLEY. Fifteen or twenty minutes.

Mr. CARTER. How much time do you want, Mr. Bond?

Mr. BOND. An hour or an hour and a half.

Mr. CARTER. All right, Mr. Hurley; you can proceed.

STATEMENT OF MR. P. J. HURLEY—Continued.

MR. HURLEY. Mr. Chairman, when the hearings were closed yesterday the question under discussion was whether or not the Choctaws residing in Mississippi have an interest in the land purchased West in 1820 by reason of the fact that they had an interest in the land in Mississippi that was traded for the land in the West. I am not going into that question to any extent this morning, for the reason that I believe every member of the committee is fully convinced that when the fourteenth-article claimants took their share of the Choctaw estate in 1830, and the payments that were made thereafter under the fourteenth article, they were individualized and given their distributive share of the then tribal property of the Choctaw Nation. But another question was raised that I do not think I fully answered at the time it was under discussion, and that was the question in regard to the release that was made by the Choctaw Nation to the United States Government for all future claims arising under the fourteenth article, the United States Government requiring that the Choctaw Nation, upon the receipt of the \$872,000 by the individual claimants, should execute a release to the United States, and that release was executed in conformity with the provisions of the act of Congress approved August 23, 1842, and is as follows:

Whereas by an act of Congress entitled "An act to supply deficiencies in the appropriations for the service of the fiscal year ending the 30th day of June, 1852," all payments of interest in the amount awarded Choctaw claimants under the fourteenth article of the treaty of Dancing Rabbit Creek for lands on which they resided, but which it is impossible to give them, shall cease, and that the Secretary of the Interior be directed to pay said claimants the amount of the principal awards in each case, respectively, and that an amount necessary for this purpose be appropriated not exceeding the sum of \$872,000; and that final payment and satisfaction of said awards shall be first ratified and approved as a final release of all claims of such parties under the fourteenth article of said treaty by the proper national authority of the Choctaws in such form as shall be prescribed by the Secretary of the Interior: Now be it known that the said General Council of the Choctaw Nation do hereby ratify and approve the final payment and satisfaction of said awards agreeably to the provisions of the act aforesaid as a final release of the claims of such parties under the fourteenth article of said treaty.

A. NAIL, *Speaker*.

November 6, 1852, passed in the senate.

Approved:

D. MCCOY, *President*.
GEORGE W. HARKINS.
GEORGE FOLSOM.

MR. BALLINGER. Mr. Hurley, let me ask you a question at this point. If the claims arising under that fourteenth article were individual claims, and if the allotment made at that time was an individualization of the tribal property, so far as those who remained East were concerned, how could the Choctaw Nation execute a release to those claimants?

MR. HURLEY. That is the question that I was about to answer. That act was passed by the Choctaw Council to comply with the proviso contained in the act of July 21, 1852, whereby this money was appropriated.

MR. CARTER. Mr. Hurley, let me ask you to consider this point: The Choctaw Nation might not have released, or might not have been able to release, to the Federal Government on account of any claim that

the Mississippi Choctaws might have had against it, but might not the Choctaw Nation, by agreeing to such release, make itself responsible? In other words, granting that the nation might not relieve the responsibility of the Federal Government to the Mississippi Choctaws, might it not by this action entail a responsibility upon itself?

Mr. HURLEY. Yes, sir. As I was saying, the proviso of the act of July 21, 1852, is as follows:

That the final payment and satisfaction of said award shall be first ratified and approved as a final release of all claims of such parties under the fourteenth article of said treaty by the proper national authority of the Choctaws in such form as shall be prescribed by the Secretary of the Interior.

The only national or tribal government of the Choctaw Indians at that time was the government in the Choctaw Nation west of the Mississippi, and this government was the only government to enter into such an agreement with the United States. This action, therefore, was taken by the Choctaw authorities in pursuance of said act of Congress, and evidently in form as "prescribed by the Secretary of the Interior."

It has heretofore been shown, however, that the money here appropriated was not paid to the Choctaw Nation, but was paid to the individual fourteenth-article claimants under the act of 1842 by an officer of the United States Government. Surely the Choctaw Nation can not be held accountable for this payment, since they had no hand in making it: nor was it possible for them to bind by this or any other agreement anyone but their own citizens. It would naturally be presumed that the United States, whose authorities made the payment, would see that the Mississippi Choctaws, who were not subject to the jurisdiction of the Choctaw Nation, but were citizens of the United States and the State in which they resided, were protected in this payment.

Even though the Choctaw Nation did by this act release the United States from the claims of the Mississippi Choctaw Indians under the fourteenth article of the treaty of 1830, this fact—which we do not admit—would not have any bearing upon the question under discussion. In determining this question let us see just what claims were covered by the payment of the \$872,000 provided for by the act of July 21, 1852. It was to take up the claims of those persons whose rights had been favorably adjudicated by the act of August 23, 1842. The purpose of this latter act was to adjudicate the claims of Indians to reservations of land in Mississippi under the fourteenth and nineteenth articles of the treaty of 1830. For some reason no nineteenth article claims were considered by the commission appointed under said act, and the only claims which were received and considered were those arising under the fourteenth article. This commission, as has heretofore been shown, received and favorably adjudicated the claims of over 4,000 persons to reservations in the States of Alabama, Mississippi, Louisiana, and Arkansas equal to half of the land to which claimants would have been entitled under the fourteenth article. The \$872,000 was appropriated to reimburse the claimants for the second half of the scrip, which had never been issued. Thus, if the Choctaw Nation has assumed the liabilities of the United States in favor of the fourteenth-article claimants, it was only a guaranty to the United States that the claimants would receive the second half

of the payment of scrip in money instead of land, and in no manner changed the relation of the Mississippi Choctaw Indians to the Choctaw Nation in respect to the domain of the Choctaws in the West.

This \$872,000 was not paid out by the United States to the whole body of Choctaws, but was paid out to those individuals or their heirs or representatives who had received a favorable adjudication of their claims by the commission appointed under the act of 1842.

But the Supreme Court of the United States has passed upon the validity of this release of the Choctaw Nation in the case of the Choctaw Nation *v.* United States (119 U. S., 30), wherein it says:

That act of Congress, it is true, declares that the final payment and satisfaction of the sum thereby appropriated and paid should, when ratified and approved by the proper national authority of the Choctaws, operate as a final release of all claims of those to whom such payments are made under the fourteenth article of the treaty of September 27, 1830. But whether that payment was a just and fair extinguishment of those claims, according to the terms of that treaty, was one of the very questions in dispute. And it is not unreasonable to contend, as it is contended on behalf of the Choctaw Nation, that the effect of that release should be considered in view of the circumstance under which it was executed and in reference to which the Court of Claims has found, in the sixteenth finding, that "the claimants under the fourteenth article, the said Choctaw heads of families and their children, were reduced to a helpless condition of want, which rendered it practically impossible for them to contend with the United States in their requirement that the said Choctaw heads of families should accept and receive the scrip provided to be issued to them in lieu of the reservations by the act of 1842; and the said scrip and the money paid to redeem the same were taken and accepted because they were powerless to enforce any demands against or impose any conditions upon the United States."

Mr. BALLINGER. Does not the fact that the Choctaw Nation executed the release for individual claimants indicate that there was a fiduciary relation between the claimants and the Choctaw Nation at that time?

Mr. HURLEY. I am not prepared to dispute the fact found by the Supreme Court of the United States upon that subject. The United States required that the persons receiving the scrip and the money in lieu of scrip should through the proper national authority execute a release. The Mississippi Choctaws did receive that money in lieu of scrip and they did receive the scrip, and the Choctaw Nation was forced, as the Supreme Court afterwards held, to execute the release for those persons. It has been shown heretofore that those persons were required to remove to the Choctaw Nation before receiving the money in lieu of scrip, and the decision of the Supreme Court answers completely the question that you now raise. The Choctaw Nation was not responsible for the payment of one dollar to any fourteenth article claimant. That was paid by the United States under the laws enacted by Congress and by the agent appointed by the United States. The Choctaw Nation had no hand in it, but they were forced by reason of their powerless condition and by reason of the dependency and poverty of the Mississippi Choctaws to execute that release in order to obtain for the Mississippi Choctaws that which the United States had promised to give them, and the release, the Supreme Court has held, had no binding force. Your argument will not prevail to any great extent in an effort to reverse the decision of the Supreme Court upon that subject.

Mr. BALLINGER. I fail to find that portion of the Supreme Court decision wherein it held that the release was null and void and of no

force and effect. On the other hand, the court seemed to hold that it was a valid release, and if that be true, then——

Mr. HURLEY (interposing). You must get some true premise to start on before making that argument. You can not say, "If that be true," and use that as the basis for your argument. I have read into the record that portion of the Supreme Court decision which held that the release was not legal and that it was without effect. If you have anything by which you can show that the Supreme Court held otherwise than that, you could use that as a premise for your argument, but you can not say, "If the Supreme Court had held so and so, and, if that be true, then so and so would follow." The fact is that the Supreme Court held that that release was a nullity, and that it was obtained in a manner under duress, and that it had no force or effect.

Mr. Post. Mr. Hurley, if I understand this general contention, it is somewhat like this: There was no consideration for the 10,000,000 acres of land that were ceded by the Choctaw Nation to the United States Government in 1830; that the lands that were allotted under the fourteenth article to the Mississippi Choctaws and the scrip that was delivered to them, together with the money paid to them, was simply to reimburse the Mississippi Choctaws for their interest in the 10,000,000 acres of land, but that they had under the treaty of 1820 a sort of equity in the Oklahoma country which had been ceded to the Choctaw Nation in 1820. In other words, as members of the entire nation they had never received any compensation for the interest which they had in the 4,000,000 acres of land in Mississippi that was ceded under the treaty of 1820 for the Oklahoma country, and that upon that account they have an equity in the Oklahoma property which still subsists.

Mr. HURLEY. What question do you ask me in relation to that?

Mr. Post. The reporter will read the question.

(The reporter read the last question.)

Mr. HURLEY. The question raised is about the same question that was discussed at length yesterday; and our position on that proposition is this, that the Choctaws did acquire all the land that they ever owned west of the Mississippi River by reason of the exchange, in 1820, of approximately 4,000,000 acres in Mississippi for that land. It was the policy of the United States Government to remove the Indians to that land west of the Mississippi River. In 1830 only a few of them had removed to that land, and the United States sent a commission to treat with them again, and that commission sent to them represented to them that the United States had given them a splendid tract of land west of the Mississippi, that they had not removed to it, and that they were still remaining in Mississippi. The commission said, "Now, if you want to remain here, surrender your lands west of the river and we will not treat with you again," or words to that effect. Then they did treat with the United States again and did readjust the title to the lands in the West, and they agreed then that the tract of land west of the Mississippi was to belong to the Choctaws and their heirs so long as they existed as a nation and lived upon it. That provision regarding their existence as a nation and living upon it was also placed in the deed of conveyance which was made in March, 1843. In the readjustment of

the conditions of the title, both in Mississippi and in the West, by treaty between the Choctaw tribes and the United States, it was agreed that those lands in the West should belong to the reunited nation and to their heirs so long as they existed as a nation and lived upon it. Those who did not want to be a part of the nation and who did not want to live upon it were allowed then to be individualized in Mississippi, and they were entitled to receive in Mississippi at that time land that was considered to be their proportionate share of all the land and property that the Choctaw Indians then held, either in Mississippi or in Oklahoma.

They received their distributive share of all property and accepted that as a relinquishment of every right they had to property, except the privilege of removing to the Indian Territory, and thereafter enjoying the communal benefits of the land in the West.

Mr. CARRER. In what treaty was that language contained, that the lands in the West should inure to them and their descendants so long as they existed as a nation, the treaty of 1820 or the treaty of 1830?

Mr. HURLEY. The treaty of 1830.

Mr. CARRER. Was there any such condition in the treaty of 1820?

Mr. HURLEY. No, sir. The condition in the treaty of 1820 was that it should be for the Choctaw Indians who "lived by hunting and would not work." The whole policy of the United States, as I understand it, was to effectuate an individualization of the Choctaws in Mississippi and to break up their tribal relations, and any of those who were not satisfied to become individuals and to become citizens of the United States, subject to the jurisdiction of the laws of the State of Mississippi and of the United States, were allowed to go to the Indian Territory and there resume their tribal organization.

Mr. BALLINGER. Mr. Hurley, if you will permit me to ask one other question, the shares of land or allotments made to those who remained under the fourteenth article of the treaty were no greater than their proportionate share of the land ceded under that treaty. Is that correct?

Mr. HURLEY. That is not correct.

Mr. POST. I think what Mr. Ballinger has in mind is that, if you take the 10,000,000 acres and divide them by the members of the Choctaw Nation, it would simply amount to their moiety in the 10,000,000 acres.

Mr. HURLEY. That presumption is incorrect for this reason, that there are lands among those 10,000,000 acres of lands, if you were to equalize the land according to its quality from the standpoint of fertility, it would probably take thousands of acres of swamp or mountain land to equal one tract of 640 acres of agricultural land, and at the time that that was made 640 acres of this good land in Mississippi were considered more than the proportion of each Indian in the entire estate. The reports of those who examined the lands in the West told of the great tract of pine-hill country in the Choctaw Nation, now known as the Kiamichi country, where you could not get a shovel of dirt on a thousand acres of land. How many acres of that quality of land would it take to equal in value 640 acres of agricultural land? They then reported that on the extreme western part of the Choctaw estate there were a few cactus plants, some sagebrush, and many sand dunes, and they made it appear at that time

that it was not a fit place to live. Since that time, of course, the Indian Territory has developed into a great mineral State, its agricultural land has been proven to be the best in the Southwest, and it is there that the wheat field of the North and the cotton field of the South meet. It is really good agricultural land, but if the hilly country on the east and the sand dunes on the west were taken into consideration with the quality of the fertility of the land that these individuals were entitled to in Mississippi under the fourteenth article of the treaty of 1830, they really had an opportunity to get more than their distributive share of all the property that the Choctaw Nation owned at that time.

Mr. POST. The question of civilization would enter into that?

Mr. HURLEY. Yes, sir; in Mississippi. The fact that they were offered citizenship in the State of Mississippi where they would have the benefit of the white schools and all other benefits of a civilized community was an inducement. Of course, Mississippi has entirely deprived them of those rights since then, and if we are to be convinced by the arguments of the attorneys who have appeared here and by the record in the Court of Claims in the Jack Amos case, we are convinced that the Mississippi Choctaw Indians who owned and had rights to this property have been reduced in the State of Mississippi almost to a state of peonage. They are not even allowed to exercise the right of franchise or to send their children to the public schools for white children.

Mr. POST. You do not mean that by the laws of the State of Mississippi they are not allowed those privileges?

Mr. HURLEY. No, sir; I mean that the law does permit them, but, as a matter of fact—I am speaking now only from the statements made by the attorneys before this committee and as shown by the record in the Court of Claims—they are not allowed to exercise the privileges that the law accords them.

Mr. BALLINGER. Right in that connection, under the 14th article of the treaty of 1830 the Indian who elected to remain was required to take the land upon which he then had improvements. Is that correct?

Mr. HURLEY. It should at least cover part of his improvements.

Mr. BALLINGER. That is correct; he had to take the land upon which he had improvements?

Mr. HURLEY. Yes, sir.

Mr. BALLINGER. Those who remained were practically all full-bloods, were they not?

Mr. HURLEY. Those who remained were supposed to be those who wanted to adopt civilized customs and live under white man's conditions. They were the most thrifty members of the tribe. They were not living in bands, but had improvements of their own; and if we are to be guided by what happened in our own country—and I lived there long before the allotment in severalty—all the best land in the Choctaw and Chickasaw Nations was improved and was claimed by the more thrifty citizens before there was ever an allotment made in severalty, and I have been told, and the records bear out the fact, that that same condition existed in Mississippi.

Mr. BALLINGER. Mr. Hurley, will you answer the question, if you have any information with reference to it, whether or not those who

remained, or the major portion of those who remained, were full bloods or mixed bloods?

Mr. CARTER. Let me ask a question right there: Were the major portion of the Choctaws mixed blood or full blood?

Mr. HURLEY. That is what I was about to say. Up to that time the Choctaws had not become very much intermingled with the white race. As a matter of fact, intelligence among Indians is not always confined to the Indian of mixed blood. Some of the most astute Indians that I know to-day are full-blood Indians.

Mr. POST. What was the character of the white people in 1830 in the Mississippi Choctaw country?

Mr. HURLEY. Really, I am not prepared to say what the character was. Not to condemn all the white people as a class, but generally the first adventurers who go on an Indian reservation and settle among the Indians are not a very enlightened class of people.

Mr. BALLINGER. Mr. Hurley, you are aware of the fact that in 1829 a treaty with the Choctaws was negotiated. are you not?

Mr. HURLEY. In 1829?

Mr. BALLINGER. Yes, sir.

Mr. HURLEY. I am not aware of any treaty being adopted after 1820 and before 1830, except the treaty of 1825.

Mr. BALLINGER. Are you not aware of the fact that in 1829 a treaty was drafted with the Choctaws?

Mr. HURLEY. What relevancy has that to this case? If it has any relevancy, why did you not bring it out in your own argument?

Mr. BALLINGER. It is directly relevant.

Mr. HURLEY. Why did you not put it in your argument?

Mr. BALLINGER. In 1829 a treaty with the Choctaw Indians was drafted.

Mr. HURLEY. Was that treaty ever confirmed or ratified?

Mr. BALLINGER. That treaty was transmitted to Washington. Mushulatubbe, one of the most prominent Choctaw Indians, came to Washington and protested to his then personal friend, Gen. Jackson, who was President of the United States, asserting in a memorial presented that that treaty conferred upon the mixed bloods and the white people great benefits to the injury of the full-blood Indians, and Gen. Jackson transmitted that communication to the Senate, and the Senate refused to ratify the treaty, thus indicating that in 1829 the white people and the mixed bloods dominated the Choctaw Nation, and had control at that time of the more valuable lands. I ask you if you do not know that as a historical fact in connection with this transaction?

Mr. HURLEY. Mr. Chairman, there Mr. Ballinger begins again his same line of argument, thus indicating why something should be. He does not state it as a fact that any white man was a party to the treaty to which he refers; he does not show that any mixed-blood Indian was a party to the proposed treaty; but he is asking me to admit a conclusion that he draws without submitting the facts upon which to base his conclusion. On yesterday he raised the question that the interest of the Mississippi Choctaws in the estate was by reason of the conveyance made to the Government of 4,000 acres of land in 1820, and I submit to this committee that Mr. Ballinger never mentioned that until after it was raised by the questions of Mr. Post.

Mr. BALLINGER. I will submit copies of the original documents to show that when that treaty came on here in 1829 there were two or three delegations of Choctaw Indians who came to Washington, one headed by the mixed bloods—

Mr. HURLEY (interposing). Who were the mixed bloods? Name some mixed bloods.

Mr. BALLINGER. I will insert in the record the exact official records with reference to the transaction. Another delegation was headed by Chief Mushulatubbe, and another delegation was headed by some other Indian. That treaty was rejected, and I will submit a copy of the original treaty and of the protest.

Mr. HURLEY. What relevancy has it, if the treaty was not adopted?

Mr. BALLINGER. It indicates beyond any question that at that time the mixed bloods were in control of the Choctaw Nation and that the full bloods were being subordinated to an inferior position as to the property of the tribe.

Mr. HURLEY. Then you contend that on account of the inferior position of the full bloods they were the very persons who received the benefits under the treaty of 1830 in Mississippi?

Mr. BALLINGER. My contention is that the full bloods who remained did not receive the best lands in Mississippi under the treaty of 1830.

Mr. CARTER. What is the use of you and Mr. Hurley taking up the time of this committee in trying to show something that is impossible of demonstration? I suppose this argument grew out of the statement Mr. Hurley made to the effect that the best lands for agricultural purposes in Mississippi were the lands allotted and occupied by the Indians. Now, that is a natural conclusion, because any man who has any intelligence and who wants to make a living will very naturally go upon the land that will produce the most, and I do not see any chance in the world the converse of that proposition to be true.

Mr. RICHARDSON. I would like to ask a question in connection with this part of the discussion, which I think may be material.

Mr. CARTER. Mr. Ballinger, while I think it is immaterial to the contention, if you have any records to show that the Indians who were given allotments or who had made improvements in Mississippi had or had not taken the best land, you can present those records; but let us not waste the time of the committee in argument about a point that is practically immaterial.

Mr. RICHARDSON. Mr. Hurley, in the sections known as the supplemental articles to the treaty of 1830, and also in article 19 of the main treaty, provision was made that each Choctaw head of a family who had not exceeding 40 acres of land under cultivation during that preceding year, 1830, and those who had from 20 to 30 acres should receive certain quantities of land in Mississippi.

Mr. HURLEY. Please read the quantities so that we can give Mr. Ballinger an idea of how much land the people in Mississippi received.

Mr. RICHARDSON. The provision of article 19 is—

Mr. HURLEY (interposing). I want it to be understood that this is not relevant to the issue at all, because the nineteenth and supplemental articles claimants are not claimants here now, but I should like to have it go in the record to show that those who remained in

Mississippi got much more than their distributive share of the property of the Choctaw Nation.

Mr. BALLINGER. I referred only to those who remained under the fourteenth article.

Mr. RICHARDSON. The heads of families who had land in cultivation were to receive under the nineteenth article not exceeding 460 acres—those who had 40 acres under cultivation; a half section of land to those who had from 20 to 30 acres; a quarter of a section to those who had from 12 to 20 acres, and half of that quantity to those who had cultivated from 2 to 12 acres; and each captain was to receive an additional quantity of land provided for.

Mr. HURLEY. How much?

Mr. RICHARDSON. The provision was that a captain should receive not less than a section, and if he received under the preceding parts of article 19 less than a section, he was entitled to the half section adjoining his own reservation in addition.

Mr. HURLEY. Have you shown the amounts of land that they received? Of course that treaty is all in the record, and will show the amount of land given to the individuals who were specially mentioned in the treaty.

Mr. RICHARDSON. The supplemental articles mention a large number of people to whom certain quantities of land were given.

Mr. HURLEY. And the acreage is given in each instance?

Mr. RICHARDSON. Yes, sir.

Mr. HURLEY. Showing the number of acres which each person received?

Mr. RICHARDSON. Yes, sir.

Do you understand that those persons who took land under the nineteenth article remained in Mississippi or moved west?

Mr. HURLEY. Of course, a great number of them removed west. Some of the records in the Net Proceeds case show that those parties were claimants for stock, etc., that was lost by reason of their removal, but the fact that a great number of different classes of Mississippi Choctaws emigrated from time to time shows that a great number of those claimants did remove west.

Mr. RICHARDSON. There was no condition attached to the nineteenth article and supplemental grants requiring the citizens to reside on the land?

Mr. HURLEY. No, sir.

Mr. RICHARDSON. There was no provision for their remaining in Mississippi and acquiring citizenship in that State?

Mr. HURLEY. There was no provision that would allow them to remain in Mississippi and accept that land and reside there as aliens of the Choctaw Nation and thereafter to have the privilege of removing to the Choctaw Nation, as was reserved to the fourteenth-article claimants.

Mr. RICHARDSON. I want to call your attention to the report of the Dawes Commission of March 10, 1899, which discusses the question of what persons remained in Mississippi under the fourteenth article of the treaty of 1830 and what persons remained under the nineteenth article. This report makes the following statement:

Citizens of the tribe of mixed bloods, with some degree of education and more intelligence, secured provisions in other articles—

Other than the fourteenth article—

of said treaty and of the supplement thereto, by which they were specially provided for, leaving the body of the full-blood Choctaws to be provided for under the fourteenth article.

Mr. HURLEY. That means, of course, the body of the Choctaws who remained in Mississippi, because the body of the full bloods emigrated to the Choctaw Nation west.

Mr. RICHARDSON. That is correct, I think, because it says "leaving the body of the full-blood Choctaws to be provided for under the fourteenth article."

Mr. HURLEY. Not only left, but actually were provided for under the fourteenth article.

Mr. RICHARDSON. Yes, sir. Is that in accordance with your understanding of the facts?

Mr. HURLEY. That is what I have attempted to state to this committee.

Mr. RICHARDSON. You have criticized the adoption of what is known as the full-blood rule of evidence. If that statement in this report of March 10, 1899, which enunciated the full-blood rule of evidence be correct, do you not think that they were correct in their presumption which they adduced as a rule of evidence to guide them that the full-blood Choctaws living in Mississippi in 1899—being, of course, descendants of full-blood ancestors and each Choctaw who lived there must have had approximately 8 to 16 ancestors in 1830—that their presumption was a fair one that those full-blood Choctaws living there in 1899 were the descendants of fourteenth-article claimants and not nineteenth-article claimants?

Mr. HURLEY. Mr. Chairman, Mr. Richardson's argument, of course, is correct to a certain extent, but I do not want him to leave the impression with the committee that those captains and district chiefs and all supplemental article claimants were mixed-blood Indians. It is true that a few of the nineteenth-article claimants were mixed bloods. American State Papers, volume 7, shows how few of them were really mixed bloods. There were a few intermarried white men claimants who claimed under the fourteenth article as heads of Choctaw families. The distinction was drawn that there is a vast difference between a Choctaw head of a family and the head of a Choctaw family. So, as a matter of fact, at that time there were only a very few mixed bloods among the Indians. While, as you say, by reason of the great number of fourteenth-article claimants who remained and the comparatively small number of claimants under the nineteenth article, of course there were a greater number of full bloods under the fourteenth article than under the nineteenth article and other articles, but there were many full bloods who were claimants under the other articles. Outside of that statement, I have shown by the records of the Indian Office that the fourteenth-article claimants have emigrated to the Indian Territory. The commission to which you refer there reported that there were very few, if any, Indians in Mississippi at that time who could prove their descent from the fourteenth-article claimants.

Mr. POST. There are two propositions before the committee which you have not touched on and which I want to call your attention to.

The first one is under the provisions of article 14 of the treaty of 1830, which is:

Persons who claim under this article shall not lose the privileges of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

What limitation, if any, is there upon the right of removal? Was it to continue forever? The other proposition is, Do the rights conferred under article 14 attach to the Mississippi Choctaw then in being, or would they cover the descendants?

Mr. HURLEY. In answer to your first proposition, about the length of time that this right should continue, the Choctaw people sought to foreclose the duration of that time in 1866, when they provided for an allotment of their lands in severalty by treaty with the United States. They provided for an advertisement to the absentee Choctaws, including, of course, the Mississippi Choctaws, requiring them to come to the Choctaw Nation within a certain time and establish a residence there and to reside upon the land for a period of years before becoming entitled, and that all those who would not comply with that requirement should lose. Those who thereafter removed, of course, would be excluded, because thereafter the nation would not exist. Under that treaty, however, there was no allotment of land in severalty. In order to show what the duration of the right was supposed to be at that time I will place in the record at this point that provision of the treaty, as follows:

The notice required in the above article shall be given not only in the Choctaw and Chickasaw Nations but by publication in newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw Nations may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be permitted to select for himself or herself or others, as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention, or the intention of the party for whom selection is to be made, to become bona fide resident in the said nation within five years from the time of selection; and should the said absentee fail to remove into said nation and occupy and commence an improvement on the land selected within the time aforesaid the said selection shall be canceled and the land shall thereafter be discharged from all claim on account thereof.

That was under the treaty of 1866, when they proposed to culminate the tribal affairs. Those conditions ran along until 1893, when a commission was appointed to negotiate with the Indians of the Five Civilized Tribes to bring about such changes as might be necessary to prepare the country for statehood. They determined that the communal condition of the land must cease and that each Indian who was interested in the land should have his or her per capita share of the property. It was this that brought about the renewed effort of the United States Government to bring to the Indian Territory every one who had a right to that land. It is evident that they could not have the privileges of Choctaw citizens after the Choctaw Nation and Choctaw citizenship had expired. The privilege granted them under the treaty of 1830 was that they were not to lose the privilege of Choctaw citizens, but that if they ever removed to the Choctaw Nation, which was the only place on earth where they could enjoy it, because no one could individually

own any property in the Choctaw Nation, they could there enjoy a communal interest in the land west. So when that condition expired, when there was no longer any communal property, and when the allotments were held in severalty, there was not in existence the Choctaw Nation with which they could reaffiliate themselves and become a part of its citizenship.

Mr. POST. There is some communal property still existing, is there not?

Mr. HURLEY. There is tribal property still existing, but the right to participate in that property has been foreclosed by the treaty between the United States Government and the Choctaw and Chickasaw Nations, and so sacred has that treaty been considered by the Choctaws themselves, however not so by the United States, that there are in the Choctaw and Chickasaw Nations to-day not less than 3,000 Indian children born in the Choctaw and Chickasaw Nations the children of those persons who are on the roll, they have resided upon the land, they are undoubtedly Indians by blood of those tribes, yet, under the provisions of this treaty, which foreclosed the right of the United States Government to enroll anyone else, these children are not permitted to participate in any of the property that is left in the Choctaw Nation. In the words of the treaty, "no person whose name does not appear upon the rolls as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw Tribes."

Mr. BALLINGER. By treaty, do you mean the agreement of July 1, 1902, which was an act of Congress?

Mr. HURLEY. Mr. Ballinger, it is only necessary—

Mr. CARTER (interposing). There is no use in going into a discussion of that. That question will lead us irresistably into an interminable discussion of something that has already been fully discussed before the committee and already gone into this record.

Mr. BALLINGER. That may be, but there are other Congressmen besides the members of this committee who will probably read this record, and when they find constant references to that treaty they will naturally suppose that it was a treaty.

The CHAIRMAN. It is in the record, and the explanation of a treaty, an agreement, and the power of Congress to repeal either or both has been put in the record three or four times. All of us are familiar with those things. There is no reason why we should be expected to go over again and again and thrash out matters that have already been fully explained. If Mr. Hurley wants to put it in the record again, he may do so once more, but we want it understood that hereafter these things are not going into the record more than a dozen times.

Mr. HURLEY. It is only necessary for me to call attention to the provision which I formerly read in answer to Mr. Post's question. He asked me how the right of these people, or, rather, the privilege of these people, to reaffiliate themselves with the Choctaw Nation was foreclosed, and I referred to the supplemental agreement of 1902 as a treaty, and if I understand what a treaty is, that is a treaty. It was proposed by the Choctaw and Chickasaw people and submitted to Congress. It was changed to some extent and resubmitted to the Choctaw and Chickasaw people, approved by their council, and

adopted by a vote of the Choctaw and Chickasaw people. That is what I refer to as a treaty between the United States Government and the Choctaw Nation.

Mr. Post. Without going into all that, I want to understand your position, and I want to recite it here to see if I understand it right. If I understand you rightly, this privilege conferred upon the Mississippi Choctaw to remove and not lose his right to become a citizen of the Choctaw Nation west was obliterated when the Choctaw Nation was dissolved?

Mr. HURLEY. Yes, sir.

Mr. Post. That is the long and the short of it?

Mr. HURLEY. Yes, sir.

Mr. Post. In other words, the land that was conveyed to them in 1843 by the United States was conveyed to them so long as they existed as a nation and resided upon that land?

Mr. HURLEY. Yes, sir.

Mr. Post. And the effect of that deed has been set aside practically from the fact that the nation has been dissolved and the land has been individualized, and, therefore, when that fact occurred the right to remove terminated?

Mr. HURLEY. Yes, sir. That proposition was ably argued by the Hon. William H. Murray on the floor of the House, showing the time of the dissolution of the tribal government—

Mr. Post (interposing). Well, let us hear you on the other proposition.

Mr. HURLEY. In closing that one point, I want to show conclusively, because I think this is a good place to show it, who were to participate in this property after the closing of the rolls. When the rolls were closed the tribal government no longer existed, and it was shorn of all powers as a government. There exists now a chief or governor who has authority to sign conveyances. There is now no vestige of governmental authority existing in the Choctaw and Chickasaw Nations. The government was dissolved and the title to the undistributed property is now in the enrolled members of the tribes and was placed in them by section 35 of the agreement approved July 1, 1902, in the following language:

No person whose name does not appear upon the rolls as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw Tribes and those whose names appear thereon shall participate in the manner set forth in this agreement.

Now, what is the manner set forth in this agreement? Article 14 of that agreement provides:

When allotments as herein provided have been made to all citizens and freedmen the residue of lands not herein reserved, or otherwise disposed of, if any there be, shall be sold at public auction under rules and regulations and on terms to be prescribed by the Secretary of the Interior, and so much of the proceeds as may be necessary for equalizing allotments shall be used for that purpose and the balance shall be paid into the Treasury of the United States to the credit of the Choctaws and Chickasaws and distributed per capita as other funds of the tribes.

Now, Mr. Post, those rolls have been completed and approved in conformity with the provisions of this agreement. The title to the undistributed estate is undoubtedly in the persons whose names appear on those rolls, and for more than 10 years have been entitled

to a distribution of the proceeds from the sale of the residue of their tribal property.

Mr. POST. A good deal of the land down there has not been disposed of?

Mr. HURLEY. Yes, sir.

Mr. POST. In the Choctaw Nation?

Mr. HURLEY. Yes, sir; there are approximately 446,000 acres of segregated coal land.

Mr. POST. We have been over that. I am calling attention to that fact in order that I may ask you this question: Under the deed made by the United States Government in 1843 it was provided that this land should belong to the Choctaw Nation so long as they existed as a Choctaw Nation and resided upon the land.

Mr. HURLEY. Yes, sir.

Mr. POST. Where is the fee to that land now?

Mr. HURLEY. A base or determinable fee title rests in the enrolled members of the Choctaw and Chickasaw Nations under the provisions of the act of June 28, 1898, commonly known as the Atoka agreement, and the act of 1902, commonly known as the supplemental agreement. So that the title, so far as the residue is concerned, is now in the individuals whose names appear upon the officially approved rolls of the Choctaw and Chickasaw Nations, and the United States Government is bound by solemn treaty obligations to sell that residue and distribute the proceeds arising therefrom per capita among those people whose names are now upon the rolls.

Mr. POST. Suppose the title to this remainder was yet in the Choctaw Nation under the terms of that deed; would that cut off the right of the fourteenth-article claimants to claim citizenship still?

Mr. HURLEY. Yes, sir; I believe that right of the fourteenth-article claimants could be foreclosed at any time upon reasonable notice. They had 77 years in which to remove before there was any action taken looking to the final disposition of the tribal property and the allotment in severalty. After beginning the making of these rolls, they had 11 years, and every inducement and every opportunity was offered them to come when they could have gotten land, but now the time has come when they can not get land, and when the only thing they can get is a part of the money, and the proponents of this bill argue that we ought not even to require them to come to the nation to share in our property, but that we ought to send some money to them in Mississippi. Now, I do not want to be harsh on those who want us to send money to the Indians in Mississippi, but if we are to judge the future by the past, those friends of the Indian in Mississippi who have deprived him of everything he has and who have even taken away his spirit of self-reliance, are not going to let the Indians there get much of any money that is sent him. Besides, the Mississippi Choctaw are not equitably, legally, or morally entitled to any part of the Choctaw-Chickasaw funds.

Mr. RICHARDSON. There is just one thing I want to ask you before you leave that subject: The Mississippi Choctaws were not parties to either the Atoka agreement of 1898 or the supplemental agreement of 1902—

Mr. HURLEY (interposing). Necessarily they were not parties to that, because they had been individualized and had received their distributive share of the tribal property. They were not citizens

of the Choctaw Nation; they were aliens to the Choctaw Nation and citizens of Mississippi. They had only the privilege to remove to the Choctaw Nation and of thereafter to become citizens, if they were fourteenth-article claimants—but I think I have shown conclusively that there is no such thing as a fourteenth-article claimant now in Mississippi.

Mr. RICHARDSON. Do you admit that they had a right, whether it was the right of full citizenship or the right of becoming citizens—do you admit that at that time they had a right—

Mr. HURLEY (interposing). You asked me if they were parties, and I said they had no right to be parties to the treaty, because if they had had that right they would have been parties to it. They were not citizens of the Choctaw Nation; they were aliens to the Choctaw Nation and citizens of another jurisdiction. They had no right to citizenship in the Choctaw Nation, but merely the privilege of removing to the Choctaw Nation and thereafter acquiring citizenship. They had no right to be parties to the treaty.

Mr. RICHARDSON. But whatever right they had—and I do not mean the right to become parties to the treaty—but whatever right they had to acquire citizenship and an estate in Oklahoma was cut off by agreements made to which they were not parties. Now, I want to ask you this: Whether, in your judgment, their rights have been fully foreclosed, unless the provisions made for enabling them to exercise their right of acquiring citizenship were fair to them?

Mr. HURLEY. Their rights have been fully foreclosed, if the giving to every claimant his distributive share of the property is a foreclosure of his right to the balance of that property; their right to participate in any money as citizens of the Choctaw Nation is foreclosed, if the fact that a man is an alien to the nation, a nonresident and not a citizen of the nation, can constitute a foreclosure; their rights have been foreclosed, if the decision of the commission appointed by Congress to determine their rights is binding upon them; their rights have been foreclosed, if the decisions of the United States courts determining their rights have any virtue whatever; their rights have been foreclosed, if there is any reliance to be placed in the solemn treaty promises made by the Government of the United States to the Choctaw and Chickasaw Indians; their rights have been foreclosed, if any consideration must be given to the act of April 26, 1906, by which those rolls were closed; their rights have been foreclosed, if after thorough and fair consideration of every argument that you and the many other able attorneys have advanced in their behalf has been considered on more than four different occasions—if, as I say, after a consideration of the evidence and of those arguments by commissions, by courts, and by Congress they have not been found to be entitled to the rights of citizenship, I think that in the mind of any fair man that that would indicate that they have no such rights. If all this is not a determination of their rights, then it is futile to stand here and argue the questions that have been presented to this committee.

Mr. RICHARDSON. You contended that their rights were foreclosed by the treaty of 1866—

Mr. HURLEY. If you do not understand from what I have said about the different treaties, laws, and judgments by which the

claims—not the rights; they had no claim as a matter of right—of these people have been foreclosed, it would be impossible for me to explain it to you, and I will ask the stenographer to read what I have stated.

Mr. RICHARDSON. I understand what you have said about it. You answered the question by saying their rights had been foreclosed, and you have referred to a series of enactments, beginning with 1866 and extending down to 1906, covering a period of 40 years, but you have not stated by which ones of those enactments their rights were foreclosed.

Mr. HURLEY. I will say that they were foreclosed by any one or all of them.

Mr. RICHARDSON. Now, the first one you referred to was the treaty of 1866, and I want to ask you if any division was ever made under that treaty.

Mr. HURLEY. I stated that no allotment was made under that treaty; consequently that was never operative and was never used by the Choctaw Nation as a bar against these people. I used that in answer to Mr. Post's question as to what acts, if any, had been taken to foreclose their right, and to what extent, to what number of years, and to what degree of descent that privilege extended. It was a privilege, not a right. They never had an enforceable right; they had the privilege to remove to the Choctaw Nation and to thereafter become citizens. He asked me where did that privilege end, and how it had been foreclosed. They had no right to foreclose, all they had was a privilege.

Mr. RICHARDSON. That provision was of the same solemn character as these other treaty obligations—

Mr. Post (interposing). If I understand it right, he said that when the Choctaw Nation west was dissolved as a nation their rights terminated.

Mr. RICHARDSON. The question that I want to get at is this, whether by the foreclosure of that privilege of becoming citizens, carrying with it the deprivation of those persons of the treaty right to acquire an interest in the Choctaw estate, which, as your theory is, they gave up temporarily when they remained in Mississippi—whether you can deprive those people of that right and privilege by agreements made to which they were not parties and without giving them a reasonable opportunity to come in and set up their claims.

Mr. Post. You think that it must have been contemplated at that time—that is, when the agreement was made—that at some time in the future the Choctaw Nation would be dissolved.

Mr. RICHARDSON. The treaty conferred the right—

Mr. Post (interposing). But it continues only so long as they exist as a nation and so long as they reside upon this land. That was a limitation, because the Indians as well as the United States must have conceived that at some date in the future that nation would be absorbed by the United States.

Mr. HURLEY. I want to consider the vested rights that Mr. Richardson has been talking about.

Mr. Post. I do not think you need discuss that. No Indian had a vested right.

Mr. HURLEY. They have no vested right whatever.

Mr. CARTER. I think Mr. Richardson conceded that in his argument before the committee.

Mr. RICHARDSON. I said that.

Mr. POST. I would like to hear you on your second proposition.

Mr. HURLEY. As to the second proposition, as to whether or not the right reserved under the fourteenth article was extended to the heirs of the persons then living, I am of the opinion that a strict construction of that clause would be to the effect that that is an individual or personal right, and that no one had reserved to him under that article the privilege of going to the Choctaw Nation and becoming a citizen except the 4,161 persons then living and who are named in the list that I have submitted. All of those people are long since dead. There is one reason why I have not dwelt upon that nor contended for it, and that is this, it is a technical ground, but it is one which I believe, according to a strict construction, would have excluded every descendant of every fourteenth-article claimant. But the Choctaw Nation has not been technical with these people; the Choctaw Nation has sent money to them with which to come to the Indian Territory; the Choctaw Nation has supported them after it brought them out there, and the Choctaws have not sought to impose a technical bar against them. But after eighty-odd years of attempts to bring those people to the Choctaw Nation and to give them some of the benefits of our citizenship, it became necessary to dissolve the tribal government and to allot the lands in severalty. That has been done, and their privilege, which was never a right, has been extinguished. Now, there is one other reason why I would not stand upon that technical ground, and that is this: We have relied considerably during the argument of this case upon the very able decision rendered by Judge W. H. H. Clayton, of the United States court, in the so-called Jack Ames case. In relying upon that decision I feel that I would be unfair to this committee and unfair to the gentlemen who are opposing us if I should take the portion of that decision that I want to rely upon, and repudiate the part of it which holds that that privilege did extend to their heirs.

Mr. CARTER. Let me ask you this question: As was stated yesterday in the discussion, this concluding sentence in article 14, which has been under consideration, sets out that persons who claim under this article shall not lose the "privilege" of Choctaw citizenship. Now, what would be the "privilege" of a Choctaw citizen? Is it not one of the privileges of citizenship that the heirs of the citizen shall become citizens of the same country?

Mr. HURLEY. It says "persons" and "they," making the language as personal as it is possible to make it.

Mr. POST. Are you limiting it to those in being at the time?

Mr. HURLEY. Yes, sir. The privilege of a Choctaw citizen at that time was a personal privilege and could not be enjoyed without the presence of the person who was to enjoy it in the Choctaw Nation. No enjoyment of that privilege could have been had anywhere else.

Mr. CARTER. Let us follow that out a little further. Is it your belief that the privilege here intended was a personal privilege intended only to extend to persons living at that time?

Mr. HURLEY. It is.

Mr. CARTER. Now, suppose one of those Indians did remove to the Choctaw Nation and did establish his citizenship there, then his

children would undoubtedly become citizens of the nation, would they not?

Mr. HURLEY. Yes, sir.

Mr. RICHARDSON. Mr. Hurley, do you believe that this reservation of the privilege of citizenship, if it be so termed, extended to the then living children of the heads of families provided for in the fourteenth article, or to only the heads of families?

Mr. HURLEY. Yes, sir; I said it extended to the persons who were enumerated in the Senate document which I have submitted.

Mr. RICHARDSON. Why should it extend to a child then living and not to a child thereafter born, when the children then living did not take under the fourteenth article?

Mr. HURLEY. If you want to argue that the children then living did not take, you are at liberty to argue that, because that argues more than two-thirds of the claimants for whom you claim out of this case entirely. If you want to contend that the children of the heads of families who claimed under the fourteenth article are not entitled to the privileges granted under that article, then you argue your own case to that much smaller margin.

Mr. RICHARDSON. I do not admit anything of that kind, because I think the privilege descended to all such; but I want to call attention to this fact: It was held by the courts of Mississippi that the grant made in the fourteenth article was a grant to the head of a family, the quantity or extent of that grant being measured by the number of children he had, and that the grant was not made to the children; and the Secretary of the Interior, in deciding questions of enrollment under section 21 of the Curtis Act providing for the making of the rolls, and for the identification of Mississippi Choctaws, held that if a person proved his descent from a child who was living at the time of the treaty of 1830 it was not sufficient, but that he had to prove descent from the head of a family, and prove that the head of the family was covered by that article, and that the grant under this section was in no way a grant to children.

Mr. CARTER. But it was intended to be a grant to the parent for the child?

Mr. RICHARDSON. That is just exactly what the court held was not the case, that he took it in his own personal capacity, and was not in any way acting for or in the interest of or as trustee for the children.

Mr. CARTER. The court held that?

Mr. RICHARDSON. Yes, sir.

Mr. CARTER. In what case?

Mr. RICHARDSON. I can refer the committee to the citation.

Mr. BALLINGER. That was because the children naturally acquired their right through the head of the family, and the court required them to trace back to the head of the family.

Mr. CARTER. Did the court hold that the child was not entitled to this land when he became of age, whether or not the head of the family had died?

Mr. RICHARDSON. Absolutely. There were two cases. In one case they sold the land without accounting to the family in any way.

Mr. CARTER. Was that during minority or after he became of age?

Mr. RICHARDSON. I do not recall, but in that case the conveyance was upheld and the right of the person who had bought from the

father was sustained. In the other case, after majority the son brought an action against the parent for possession of his allotment, and in that case the right was denied. It was held that the father took it in his own capacity, and under the decision of Judge Van Devanter, when he was the Assistant Attorney General, where a person had traced back his ancestry to a child who was living in Mississippi in 1830, and the question was submitted whether or not the person had to trace back to the head of the family who had complied with article 14, it was held that he had to trace back to the head of the family.

Mr. HURLEY. If you could trace back to the child, I do not see much difficulty about tracing to the head of the family. That is very technical argument. If you can prove that a child was a son or daughter of a person who did receive a patent or who was entitled to receive a patent, and you claimed as descendant from that child, I do not see why you have not a complete chain.

Mr. RICHARDSON. I will introduce both of those decisions.

Mr. CARTER. I would like to see those decisions, because to the untrained mind it seems to be perfectly plain that the land was for the benefit of the child.

Mr. RICHARDSON. The language says, each Choctaw head of a family shall thereupon be entitled to a reservation for each unmarried child over 10 years old.

Mr. CARTER. And "in like manner shall be entitled to one-half that quantity for each unmarried child." It seems clear that the grant was given to him in a fiduciary capacity for the benefit of the child. I suppose it is not very good form to argue about a Supreme Court decision. If I should give you a power of attorney to purchase 10 shares of stock in the Market Co. of Washington for me, that would not create the existence of anything on earth in you except that of an authorized agent to purchase the stock for me?

Mr. RICHARDSON. No; but if the donation were given to each head of a family, so much money for each unmarried child——

Mr. CARTER (interposing). Of course, the policy of the Federal Government toward the Indians would naturally enter largely into such a court decision, I should judge.

Mr. RICHARDSON. I will submit the case. I will bring it before the committee at its next hearing.

Mr. CARTER. It seems to me it would not be the policy of the Federal Government to pile up land and heap gifts upon the adult, to the exclusion of the minor who is growing up, who must have something to educate him and assist him when he becomes of age.

Mr. BALLINGER. Mr. Hurley, in the course of your argument your position has been that the allotment made to the fourteenth-article claimants under the treaty of 1830 was an extinguishment of their right to any further share in the property of the Choctaw Nation. Is that correct?

Mr. HURLEY. No, sir. I have argued that they were given their distributive share of the property that the Choctaw Nation then owned with the proviso that if they ever left their property that was given them and removed to the Choctaw Nation they should not lose the privilege of Choctaw citizens, if after moving there they would establish their right.

Mr. BALLINGER. The question of removal was one in which the United States alone was concerned, was it not?

Mr. HURLEY. Now, Mr. Ballinger, if I had not covered that very point more than half a dozen times in this hearing I should be glad to go into it again, and if the committee so desires I will go over that entire matter.

Mr. BALLINGER. I do not want you to go into any elaborate argument, but you can answer that question yes or no.

Mr. HURLEY. I do not propose to answer yes or no where you ask an involved question and where an answer of either yes or no would be incorrect. Every question you ask is so involved that it necessitates an explanation.

Mr. CARTER. Mr. Hurley, have you concluded your argument?

Mr. HURLEY. Mr. Chairman, there are a few points that I wish to submit for the consideration of the committee, and I would like about 15 minutes to conclude.

Mr. CARTER. I think you have covered your part of the case very thoroughly. What are the points?

Mr. HURLEY. One point, Mr. Chairman, is that I want this record to show in some place the nature of the persons who are now residing in Mississippi, Alabama, and Louisiana, and who claim to be Choctaws.

Mr. CARTER. That is fully shown in the McLaughlin report.

Mr. HURLEY. Yes, sir; but, Mr. Chairman, I do not believe that it has been shown that the Indians and the Ouasadi and Conshatta Bands of Indians down there who are full bloods but not Choctaws, but they have made contracts for enrollment as Choctaws, and when these people come here and say, "I represent full-blood Indians," I do not believe that this committee knows that they are not full-blood Choctaws. There are many bands of Indians in Alabama, Louisiana, and Mississippi who are remnants of the tribes of the great Musko-gean stock of Indians. I think I can show that they are not full-blood Choctaws.

Mr. CARTER. Proceed, Mr. Hurley.

Mr. HURLEY. Mr. Cantwell stated at the last hearing before this committee on this bill, on page 57:

Thousands of those people abjured their citizenship and are not entitled under any theory of law to the rights out there.

And on page 58:

For, instead of recognizing that this fourteenth article of the treaty of 1830 was the first effort of the United States to individualize the Indians—

You will note, gentlemen, that he argues against Mr. Ballinger's contention as to whether it was an individualization of those fourteenth-article claimants—

that this provision of the fourteenth article was a reward to be given to the civilized Indian who should attempt to become a citizen of the United States and abandon a communal life, the young men of the Interior Department go down there seeking only what they call "full bloods," seeking those who should most resemble their concept of a primitive Indian, and along the bayous and in the forests of Mississippi and Louisiana they found wandering gypsies of every tribe, some of them mixed with the blood of every tribe of southern Indians, and they come back and conclude that those are "full-blood Choctaw Indians."

That is the statement of one of the proponents of this bill who is not admitting anything that he conceives to be detrimental to his

own cause, and this talk about full-blood Choctaws in Mississippi is even admitted by the proponents of this bill to be incorrect. You have many remnants of tribes. There are no doubt a few Choctaws in Mississippi, but they absolutely declined to leave that part of the country and to go to the Indian Territory and they have no rights under the fourteenth article, but all these full-blood Choctaws we are hearing of are not Choctaws at all, but belong to other tribes.

Mr. CANTWELL. And his firm have taken through Mr. A. P. Powell contracts with the Conshatta Band of Indians. They have taken contracts with the Ouasadi Indians of Kinder, La.—about 800 of those. They are really Indians, but they are not Choctaw Indians. They come here and represent to this committee that they represent full bloods. The 9,500 contracts that Crews & Cantwell hold are probably made entirely with persons who have no right under the fourteenth article and who are not Choctaws at all.

There is just one more remark I want to make in regard to the Texas-Oklahoma Co., and that is that company is selling stock or has been selling stock, as is shown by the letters that are a part of the record in the McLaughlin report. They are selling that stock to citizens of the United States on the representation that they are to recover so much money for each person they have a contract with.

Mr. POST. In that connection, that whole letter has been made a part of the record?

Mr. HURLEY. Yes, sir.

Mr. POST. And the contract, etc.?

Mr. HURLEY. Yes, sir.

Mr. POST. It is contended on one side that Congress can prevent the exaction of unjust fees against these Indians. What do you say on that proposition?

Mr. HURLEY. Here is the situation: In case there is an enrollment, which I feel confident there will not be, but in the event that there should be, unless those gentlemen get unjust fees from the Indians they will not be able to fulfill their promises to those people to whom they are selling stock in their company. They can not be honest both ways, because if they are square with the Indians they have got to defraud those people to whom they are selling stock.

Mr. CARTER. I think the question, if I understood Mr. Post, was directed to the point as to whether or not we could prevent the payment of those fees by congressional act.

Mr. HURLEY. We must judge the future by the past. They did not prevent the taking of the scrip from the Indians when it was issued to them under the fourteenth article. I think the lawyers sitting around this board all concede that that scrip went to the attorneys and agents.

Now, the Indians in Mississippi are not tribal Indians, they are citizens of the United States and of the State of Mississippi, and are not under the jurisdiction of the Secretary of the Interior. The Congress of the United States can control the payment of the fund and say how it actually shall be paid to the Indians, but they are unrestricted Indians and the Government can not control that money for one moment after it is paid to the Indians.

Mr. POST. In other words, the money may be paid to a citizen of the State of Mississippi?

Mr. HURLEY. And subject to the jurisdiction of its courts.

Mr. POST. Of course, Congress can not abridge contractual rights?

Mr. HURLEY. No, sir.

Mr. CARTER. You speak of there being Onasadi and several other bands of Indians in Mississippi, and I note that you quoted from Mr. Cantwell's statement. Have you any other evidence that there are those tribes in the Southern States?

Mr. HURLEY. Yes, sir. I have read what is known as the Handbook of North American Indians, prepared and published by the Bureau of Ethnology, which shows the existence of all these remnants of the tribes.

Mr. CARTER. Please give us the pages of the book so that the committee can refer to them.

Mr. HURLEY. I will insert.

Mr. RICHARDSON. Is it not a fact, Mr. Hurley, that the effect of the act of May 30, 1901, which provided that claims of attorneys under contract with the Mississippi Choctaws for payment of attorneys' fees should be valid in so far as any property they received from the Choctaw Nation or the United States was concerned, actually did prohibit the collection of those fees, and that the claim of those attorneys was afterwards referred to the Court of Claims while the case was still pending in the court?

Mr. HURLEY. Yes, sir; because the Mississippi Choctaws who recovered under that act were readmitted to citizenship in the Choctaw Nation and became restricted members of an Indian tribe and, in addition to that, received land, which land was given to them out of tribal property, and over which land the United States retained restrictions. In this case you ask that money be sent them. The United States can not retain the money in a restricted condition after it reaches the hand of an individual not a member of a tribe, but a citizen of a State subject to the jurisdiction of the laws of that State and subject to the laws in relation to contracts in the State. Your idea of the operation of the act of 1901 will not reach a money payment to individual citizens of the State of Mississippi.

Mr. RICHARDSON. Mr. Hurley, you evidently overlook in this a bill which we had drawn and which was introduced for the full bloods, and which is now before the committee, in which provision is made for the establishment of a fund, the trust fund to be disbursed under the supervision of the Secretary of the Interior.

Mr. HURLEY. Do you refer now to the Murray bill?

Mr. RICHARDSON. No, sir. It was a bill which provided that the Secretary of the Interior should take jurisdiction. It is bill H. R. 8007.

Mr. HURLEY. You have not discussed that bill?

Mr. RICHARDSON. Yes, sir. I told the committee what the features of the bill were and prepared a brief, which I sent to the committee. Have you examined the provisions of that bill?

Mr. HURLEY. No, sir; I have not.

Mr. RICHARDSON. Have you examined the brief which we prepared and filed as one of the exhibits to my argument?

Mr. HURLEY. No; I was not presented with a copy of your brief.

Mr. RICHARDSON. I regret that very much. I thought I had sent you a copy of my brief. I had intended to. This bill, in section 2, provides that the funds shall be placed to the credit of the indi-

viduals that might be enrolled as Mississippi Choctaws under this act and disbursed as a trust fund for their benefit, and that supervision over their affairs shall be exercised through an agency under the direction of the Secretary of the Interior. This bill, I might say, provides for the identified and enrolled full bloods. Is there anything in the law, so far as you know, that would prevent such an exercise of supervision over the affairs of these Indians?

Mr. HURLEY. Where do you expect to get your funds?

Mr. RICHARDSON. For what purpose?

Mr. HURLEY. You say that you are going to establish a trust fund for these Indians, and you have asked me if there is anything in the law which would prevent such a thing, and I ask you where you are going to get the trust funds.

Mr. RICHARDSON. Regardless of where the trust funds might come from, I intended my question to apply. The purpose of this bill is to set aside a portion of the funds.

Mr. HURLEY. There is a legal bar against setting aside any part of the Choctaw-Chickasaw funds for persons who are not citizens of those tribes.

Mr. RICHARDSON. That is, of course, an entirely different question. What I asked you was whether there was any opposition to that part of the bill which provides for the administration of whatever funds these Indians may get and from whatever source they may come?

Mr. HURLEY. I think I answered that question fully in reply to Mr. Post. I said that if the United States should give the Mississippi Choctaws money until the delivery of that money to the persons to whom it belongs, the United States, under proper law, could control it, but just as soon as it goes into the hands of an individual thereupon the jurisdiction of the United States ends and the jurisdiction of the State in which that Indian is a resident and citizen attaches, and all the laws of contract relating to that money attaches to the Indian when he becomes the owner and the possessor of it as an individual citizen.

Mr. RICHARDSON. Another question: Is it not a fact that Congress has the power to impose a condition to its payment of money to any person, citizens of the United States of any class, that if an attorney receives a fee over a certain amount from that citizen for services in connection with securing the fund, he shall be guilty of a penal offense and be punished accordingly?

Mr. HURLEY. An attempt to have that made a law in regard to the contracts made with Indians affecting their tribal property failed because it was held to be unconstitutional.

Mr. POST. Do you mean to say that Congress can put penalties upon the citizens of any State? Are not the rights to prescribe the duties of a citizen entirely withheld by the States and not delegated to the Federal Government?

Mr. RICHARDSON. I mean to say that Congress has, for instance, in the payment of claims for personal injuries sustained by various persons at the hands of the United States or some of its agencies, attached a condition that no fee in excess of a certain fixed percentage would be paid to or received by any attorney or agent for prosecuting that claim; and it has provided that the violation of that shall be a penal offense, punishable by prosecution in the United

States courts, and it fixes the penalties. I want to say also that in the act of Congress which provided for the payment of some six or eight hundred claims for overtime by letter carriers a provision was inserted that no fee in excess of 5 per cent should be collected by or paid to any attorney or agent for prosecuting any of those claims, and the collection or receipt of any fee in excess of that amount was made a penal offense.

Mr. POST. The same thing applies in pension matters.

Mr. RICHARDSON. In pension matters, of course, there are other considerations, such as the fact that the money is paid as a bounty for public service, but this other matter related to contracts. It was a question of a contract between the letter carriers and the United States; the claim was based upon a contract, and the contention was that they were entitled to it as a matter of right.

Mr. BALLINGER. You have the same provision in reference to our homestead laws; the homestead of a man is exempt from the operations of any contract or lien made prior to patent.

Mr. POST. I can see quite a distinction between those cases and a case where the local attorney makes a contract between himself and a citizen of the State.

Mr. CARTER. Let us put that just this way: Suppose before you had a law exempting homesteads from execution that an attorney should make a contract with a man to assist him in getting his homestead and he should get his homestead, then could you, after he had acquired the homestead, entail any such conditions upon him to violate the obligations of the contract that you had made?

Mr. BALLINGER. The conditions of the homestead law would apply.

Mr. CARTER. If the homestead law was in existence at the time the contract was made?

Mr. RICHARDSON. I should like to answer that, Mr. Carter. In one of these personal-injury cases, the case of *Peters v. Gunderson*, the claimant, who had been injured out in St. Louis, and who was not an employee of the Government, had a claim for, I think, the falling of an elevator or some shaft in a building, and he was unable to get any compensation for it in any regular channel, so he employed a firm of lawyers in St. Louis, with associations in Washington, to prosecute his claim.

Mr. POST. Against whom?

Mr. RICHARDSON. Against the Government to recover for damages for those personal injuries. A bill was introduced in Congress on reference to the Court of Claims for adjudication under the provisions of the Tucker and Bowman Acts. The Court of Claims made a finding of fact holding he was entitled to a certain amount of money compensation for damages caused by negligence of Government officers. Congress in providing for the payment of that claim inserted the provision that no fee should be paid or received by the attorneys adjudicating the claim greater than 10 per cent. The attorneys in that case had a contract for 30 per cent, but it was made a penal offense for them to obtain or receive more than 10 per cent by an act of appropriation made five years after their contract had been made with a citizen of the United States.

Mr. POST. Did they undertake to recover their 30 per cent?

Mr. RICHARDSON. No, sir.

Mr. CARTER. Is that an adjudicated case?

Mr. RICHARDSON. The courts have held in a series of decisions extending over 50 years that Congress has the power—it was held in the Indian depredation claims, in which the act of March 3, 1891, provided that in no case exceeding \$300 should a fee of over 15 per cent be received, and under \$300 a fee of 20 per cent, and that was decided in the courts.

Mr. CARTER. Do you know of any instance in which a contract was made with Indians for the collection of Indian money, the recovery of any amount that might be due them, wherein the attorneys have been refused any consideration—wherein they have been refused pay for their services?

Mr. RICHARDSON. I can not at the present time state any case where they have been refused. I know of cases where they have not been able to collect it yet.

Mr. CARTER. I understand that; but they have not abandoned the case?

Mr. RICHARDSON. No, sir. I myself am in that position.

Mr. CARTER. You have heard Mr. Cantwell's statement on that subject, have you not?

Mr. RICHARDSON. My recollection is that I heard Mr. Cantwell say this. I am not sure whether it is very accurate, because I have always felt very strongly myself on the subject and his ideas did not entirely agree with mine; that is to say, he practically admitted that it would be necessary for them to collect the fees; that some provision be made for fixing the fee, and he said that in this bill a provision was made ratifying the contract for a reasonable amount.

Mr. CARTER. No; as I remember, Mr. Cantwell's statement was that the Senate amendment placed in the bill attempting to invalidate those contracts was itself invalid and would operate to invalidate them, and that they could not be invalidated by Congress. That is my recollection of his statement, and I think the record will show that.

Mr. RICHARDSON. I do not recall that particular statement. The fact is that the chair asked the different counsel present on one occasion whether they were willing to leave the matter of their fees to the judgment of the committee, and I stated, on behalf of myself and those who have been associated with me in the matter, that we were perfectly willing to leave the question of fee and amount of fee to the committee, and I am still of that view.

Mr. CARTER. If the committee should agree to readjudicate some of these cases in determining even the quantity of the fee and say it should be paid, it would be necessary for the committee, perhaps, to take into consideration the laws of the land as they existed when the contracts were made, as well as those existing now, and whether those laws were valid or invalid; whether they would stand the test of the courts.

Are you through, Mr. Hurley?

Mr. HURLEY. I want to say just a few words in conclusion. I fear there has been so much informal argument between this conclusion and where I left off my argument that the casual reader of the record might not understand that this is a conclusion to my argument.

On account of the interruptions which I have received by questions both from the members of the committee and the opposing counsel, it has been impossible for me to present the facts and argue

the law to the committee in a logical sequence. I feel, however, that we have covered the important points in the case. I will be followed by my colleague, Mr. Reford Bond, attorney for the Chickasaws, who will cover the points that I have omitted and who will analyze and explain the cases that have been cited by our opponent in support of their contentions.

I wish to say that the statements of Mr. Harrison that I have referred to in this argument are statements that were made by him in an uninterrupted argument. I have not sought to take up any of the statements that he made in the heat of debate, but have taken the statements that I believe to be most fair and that had been given most consideration by him—statements not made in the heat of discussion, but in an uninterrupted presentation of the case.

I have not had the time to go as fully as I would like to have gone into the arguments of Mr. Cantwell to show the inaccuracy of his statements and of the propositions of law laid down by him. I feel that it is useless to consider each of his inaccurate statements separately, for the reason that all his arguments are now fully answered in the record.

Let me state briefly to the committee what, in my opinion, this record now discloses:

First, every claimant for citizenship in the Choctaw Nation under the fourteenth article of the treaty of 1830 who complied with the terms of that article and removed to the Choctaw Nation and established a residence there within a required time has been enrolled and is now enjoying the privileges of Choctaw citizenship.

Second, that no Indian residing in Mississippi or elsewhere had any right to the privileges of Choctaw citizenship reserved to him, except the fourteenth article claimants.

Third, every court and tribunal that has ever passed upon this question has found that the fourteenth article claimants had no right to citizenship in the Choctaw Nation without having first removed to and established a residence in that nation.

Fourth, that the Dawes Commission to the Five Civilized Tribes reported in 1899 that there were very few, if any, Indians residing in Mississippi who could prove their right under the fourteenth article. Since that time 1,627 persons claiming as Mississippi Choctaws have been enrolled as citizens of the Choctaw Nation. The great majority of these persons were full bloods and were admitted without being required to prove their descent from a fourteenth article claimant. It is my opinion that this record discloses that there is not now in Mississippi any person who could honestly prove his descent from a fourteenth article claimant if given the opportunity to do so; for the reason that the record discloses the fact that all descendants of those claimants have long since removed to and become citizens of the Choctaw Nation west; that there is not now an Indian residing in Mississippi who at any time heretofore had a legal or equitable right to citizenship in the Choctaw Nation. All of those who had such rights have been enrolled, but the full-blood Indians residing in Mississippi, if any there be, who could not prove their descent from a fourteenth article claimant have been offered enrollment as a gratuity if they would remove to the Choctaw Nation. A great number did remove and were enrolled. Those who are now in Mississippi decline to remove. The time within which they could accept the benefits of this offer of citizenship has expired

by the limitations placed upon it by the Choctaw-Chickasaw people and by the Congress of the United States. There is not an Indian in Mississippi who has a legal, equitable, or a moral right to enrollment in the Choctaw Nation.

To enroll, as a citizen of the Choctaw Nation, any Indian now residing in Mississippi, Congress must reverse the decision of the Dawes Commission, which it authorized to determine the question of their right to enrollment; it must reverse the decisions of the courts that have passed upon the question; it must violate the provisions of its own agreement made with the Choctaw and Chickasaw people on July 1, 1902; and it must repeal its own act of April 26, 1906. Congress must do all these things before any claimant for enrollment as a Mississippi Choctaw can be enrolled, and when Congress does these things it will create a claim against the United States Government in favor of the Choctaw and Chickasaw people of Oklahoma for the amount of their property given under such a law to the claimants.

Just for a moment, Mr. Chairman, let us see who is appearing here as the representatives of these Mississippi Choctaws, and by what right they appear.

The Record shows that Mr. Ballinger is appearing under the M. M. Lindley contract, made in 1896 for a period of 10 years. The contract expired in 1906. The portion of this contract which was introduced as evidence in the Court of Claims in the so-called Winton case shows upon its face that it expired in 1906.

Mr. Richardson is appearing here under a contract made with J. E. Arnold—

Mr. BALLINGER. I have made it plain that I have some individual contracts, so that those would certainly entitle me to recover.

Mr. HURLEY. You have not submitted your individual contracts.

Mr. BALLINGER. Yes; I have submitted a sample of them, a copy of them.

Mr. HURLEY. How many are there?

Mr. BALLINGER. About 50.

Mr. HURLEY. The record discloses that you and your partner at one time claimed to represent from 13,000 to 15,000 claimants. I believe you stated in the record that you and your partner did not represent more than 5,000. You now state that in all this number you have only about 50 Mississippi Choctaw contracts.

Mr. Richardson is appearing here under a contract alleged to have been made with J. E. Arnold in 1897. Arnold was thereafter debarred from practice by the Department of the Interior. Arnold is not now, nor never has been, an attorney at law. His disbarment was the result of his conduct in matters pertaining to Mississippi Choctaws. He was reinstated by the department on the promise that he would not reengage in this practice, but intended to enter the ministry.

Crews & Cantwell appear here under the authority, they claim, through contracts obtained by A. P. Powell. Powell's character, and the manner through which he obtained the contracts, are shown by this record to be at variance with the principles of common decency and legal ethics.

The contracts held by Crews & Cantwell and held for them by the Texas Oklahoma Investment Co. are champertous, and according to

their own admissions these contracts were obtained in violation of paragraphs 26, 27, and 28 of the Code of Ethics adapted by the American Bar Association.

Mr. RICHARDSON. I know you do not want to be unfair, but in the original contract of 1897 of course Mr. Arnold was a party named, and in the contract which we offered, executed in May, 1913, under which we now appear, our firm was named as one of the parties.

Mr. HURLEY. But your contract reverts back upon its own face to a contract made in 1897 with J. E. Arnold, and it is under the authority of that original contract that you now resume his case and become a representative.

Now, Mr. Chairman, the time within which I was to have closed has expired, and I have not time to enter into a discussion of the sections of the Code of Ethics to which I have referred, or to show the committee the applicability of those sections to the conduct of the gentlemen who are appearing in this litigation. I will ask that the sections which I have referred to be inserted after my remarks. I am quoting these sections from a book containing the rules of admission to the bar of the Supreme Court of the United States.

I do not think it unfair to say that I do not believe that there is a contract held by any of the attorneys who are now appearing before this committee with any Mississippi Choctaw claimant that was not procured in violation of paragraph 28 hereinafter quoted.

The Mississippi Choctaws are not causing this litigation. The litigation is caused by the agents and runners who are employed by attorneys to incite the Mississippi Choctaws to make a claim against the Choctaws and Chickasaws of Oklahoma with the hope that these attorneys and agents and runners may be able to develop such force in Washington as to compel the Choctaws and Chickasaws to offer a compromise by which these attorneys and agents and runners may profit. The McLaughlin report substantiates this statement. I do not believe that any lawyer believes that he will establish a right for any Mississippi Choctaw for enrollment in the Choctaw Nation west, because such a right does not exist, and therefore can not be established.

Paragraphs 26, 27, and 28, Code of Ethics, adopted by the American Bar Association, annotated to cases in point:

26. *Professional advocacy other than before courts.*—A lawyer openly and in his true character may render professional services before legislative or other bodies regarding proposed legislation and in advocacy of claims before departments of Government upon the same principles of ethics which justify his appearance before the courts; but it is unprofessional for a lawyer so engaged to conceal his attorneyship, or to employ secret personal solicitations, or to use means other than those addressed to the reason and understanding to influence action.

Annot.

Validity of lobbying contracts, see Contract, Cent. Dig., pp. 587-580; Dec. Dig., p. 126.

27. *Advertising, direct or indirect.*—The most worthy and effective advertisement possible, even for a young lawyer, and especially with his brother lawyers is the establishment of a well-merited reputation for professional capacity and fidelity to trust. This can not be forced, but must be the outcome of character and conduct. The publication or circulation of ordinary business cards, being a matter of personal taste or local custom, and sometimes of convenience, is not per se improper. But solicitation of business by circulars or advertisements or by personal relations is unprofessional. It is equally unprofessional to procure business by indirection through touters of any kind, whether allied real estate firms or trust companies advertising to secure the drawing of deeds

or wills or offering retainers in exchange for executorships or trusteeships to be influenced by the lawyer. Indirect advertisement for business by furnishing or inspiring newspaper comment concerning causes in which the lawyer has been or is engaged, or concerning the manner of their conduct, the magnitude of the interests involved, the importance of the lawyer's positions, and all other like self-laudation, defy the traditions and lower the tone of our high calling, and are intolerable.

Annot.

Advertising to secure divorces as ground for disbarment. (See Attorney and Client, Cent. Dig., p. 51; Dec. Dig., p. 38.)

28. *Stirring up litigation, directly or through agents.*—It is unprofessional for a lawyer to volunteer advice to bring a lawsuit, except in rare cases where ties of blood, relationship, or trust make it his duty to do so. Stirring up strife and litigation is not only unprofessional, but it is indictable at common law. It is disreputable to hunt up defects in titles or other causes of action and inform thereof in order to be employed to bring suit, or to breed litigation by seeking out those with claims for personal injuries or those having any other grounds of action in order to secure them as clients, or to employ agents or runners for like purposes, or to pay or reward, directly or indirectly, those who bring or influence the bringing of such cases to his office, or to remunerate policemen, court or prison officials, physicians, hospital attachés, or others who may succeed, under the guise of giving disinterested friendly advice, in influencing the criminal, the sick, and the injured, the ignorant, or others, to seek his professional services. A duty to the public and to the profession devolves upon every member of the bar, having knowledge of such practices upon the part of any practitioner, immediately to inform thereof to the end that the offender may be disbarred.

Annot.

Stirring up litigation and other unprofessional conduct, ground for disbarment. (See Attorney and Client, Dig., pp. 47-84; Dec. Dig., pp. 34-61.)

Barratry in general. (See Champerty and Maintenance, Cent. Dig., pp. 1-51; Dec. Dig., pp. 1-6.)

Mr. CARTER. Mr. Richardson, do you wish to ask Mr. Hurley any question?

Mr. RICHARDSON. No, sir; not about that.

Mr. CARTER. Mr. Arnold, do you?

Mr. ARNOLD. No, sir.

Mr. CARTER. Do you, Mr. Ballinger?

Mr. BALLINGER. I want to make just one brief statement to go into the record relative to the reference made to the authority under which I appear.

The authority under which I appear was a contract taken in the spring of 1897 in the name of M. M. Linley, under which Chester Howe and Walter Field were associated with him. The contract, I think, ran for a period of 10 years, but during the period of 10 years they succeeded in securing the legislation under which practically all of those persons for whom I am now appearing were identified by the commission and by the department, and it is on a continuation of those services, the greater portion of which have already been rendered, that I am now appearing before this committee.

Mr. HURLEY. You do not deny that the contract to which you refer expired in 1906?

Mr. BALLINGER. I think by the terms of the contract itself it expired in 1907.

Mr. HURLEY. And you do not claim that you have had that contract renewed?

Mr. BALLINGER. I do not claim there has been a renewal of that contract.

Mr. HURLEY. That is what I stated in the record, so your explanation is unnecessary.

REPORT ON H. R. 12586.

JANUARY 2, 1915.

HON. JOHN H. STEPHENS,

*Chairman House Committee on Indian Affairs,
Washington, D. C.*

SIR: Your subcommittee appointed to investigate and report on H. R. 12586 begs leave to submit the following observations:

A careful and painstaking investigation of all treaties, laws, and other records bearing on this claim, including hearings lasting from April 1, 1914, until August 27, 1914, was gone into by your committee.

H. R. 12586 directs:

1. The Secretary of the Interior to enroll certain Mississippi Choctaws upon the rolls of the Choctaw Nation in Oklahoma with a full participation in their tribal estate.

2. To reopen the Choctaw rolls for the adjudication of 20,000 or more alleged claimants.

There are some Choctaws still remaining in Mississippi who have persistently refused and successfully resisted all efforts of the Federal Government and the Choctaw Nation to have them move west and affiliate with the tribe.

The testimony before the subcommittee discloses many thousands of persons of doubtful descent, African and other, living in Mississippi and surrounding States, who have attempted to assert claims as Choctaw Indians.

Such Indians of real Choctaw blood as still reside in Mississippi appear to take little interest in the claims asserted by their alleged attorneys. On the other hand, those claiming remote Indian blood and of doubtful descent have manifested much interest in being enrolled and sharing in a division of the Choctaw funds in Oklahoma.

The contention of these latter seems to have been inspired and augmented by certain attorneys who have sent agents among these people advising them that they were Indians and taking contracts for their enrollment for a contingent fee of from 30 to 40 per cent of recovery, and in many instances a small cash retainer in addition.

According to statements and admissions of these attorneys and their agents, two firms alone, those of Cantwell & Crews, of St. Louis, Mo., and Ballinger & Lee, of Washington City, D. C., and Ardmore, Okla., hold contracts with 15,596 individuals, carrying provisions for fees aggregating \$10,882,815.

The testimony further shows that a syndicate for the purpose of securing the enrollment of Mississippi Choctaws and a participation in the tribal estate of the western Choctaws has been formed under

the name "The Texas-Oklahoma Investment Co.," capitalized at \$100,000, \$25,000 of which has been paid in and used. The directors of this corporation are S. L. Hurlbut, of El Campo, Tex.; H. Master-son and W. A. Smith, of Houston, Tex.; and T. B. Crews and H. J. Cantwell, of St. Louis, Mo.

This claim of the Mississippi Choctaw attorneys for enrollment of their clients and participation in the Choctaw Nation's estate is by no means a new contention. The claim was, under direction of law, fully adjudicated by the Commission to the Five Civilized Tribes (House Doc. 274, 55th Cong., 2d sess.) and afterwards by the Federal court, to which appeal was taken (*Jack Amos et al. v. The Choctaw Nation*, Decisions of United States courts in Indian Territory, 465), both decisions being adverse to the Mississippi Choctaw contention for enrollment.

In rejecting the claim of nonresident Mississippi Choctaws the Commission to the Five Civilized Tribes said in part:

This historical review of the acquisition of this territory by the Choctaw Nation and its subsequent legal relations to it makes it clear in the opinion of this commission that the Mississippi Choctaws are not under their treaties entitled to all rights of Choctaw citizenship except an interest in the Choctaw annuities and still continue their residence and citizenship in Mississippi. (House Doc. 274, 55th Cong., 2d sess.)

In affirming the decision the United States District Court for the Central District of Indian Territory closed its decision with the following paragraph:

To permit men with, perchance, but a strain of Choctaw blood in their veins, who, 65 years ago, broke away from their kindred and their nation, and during that time, or the most of it, have been exercising the rights of citizenship and doing homage to the sovereignty of another nation, and have become strangers to the people, to reach forth their hands from their distant and alien homes and lay hold on a part of the public domain, the common property of the people, and appropriate to their own use, would be unjust and inequitable. It is therefore the opinion of the court that the absent Mississippi Choctaws are not entitled to be enrolled as citizens of the Choctaw Nation. The action of the Dawes Commission is therefore affirmed and a decree will be entered for the Choctaw Nation. (*Jack Amos et al. v. the Choctaw Nation*, Decisions of United States courts in Indian Territory, 465.)

An appeal was taken from these decisions by the attorneys for the Mississippi Choctaws to the Supreme Court of the United States and the *Jack Amos* case was dismissed upon motion of the attorneys for the Mississippi Choctaws (190 U. S., 873).

Several years subsequent to the date of these decisions excluding the Mississippi Choctaws from enrollment this matter was again taken up and readjusted by the legally constituted authorities of the Federal Government and the Choctaw and Chickasaw Nations in Oklahoma, by which agreement the Mississippi Choctaws were given additional time for identification and establishment of bona fide residence in the Choctaw Nation in Indian Territory. (Supplemental agreement, "An act to ratify and affirm the agreement with the Choctaw and Chickasaw Tribes of Indians, etc.," approved July 1, 1902.)

The Choctaw Nation in Oklahoma has dealt justly and liberally with the Mississippi Choctaws, always granting them full citizenship in their nation with all emoluments thereto whenever they would agree to affiliate with the tribe, and the Choctaw Nation in Okla-

homa is under no legal, equitable, or moral obligation to enroll the Mississippi Choctaws as citizens of the tribe in the West at this time.

By the agreements negotiated between the Federal Government and the Choctaw Nation all native western Choctaws were required to be on the reservation by June 28, 1898, or stand debarred from enrollment and participation in the tribal estate forever thereafter, and this rule has been strictly adhered to.

The time for establishment of residence on the reservation was extended to the Mississippi Choctaw claimants until July 1, 1903, giving the Mississippi Choctaws five years to move on the reservation after the time for establishment of such residence had been closed to the native Choctaws.

After 11 years were consumed by the Commission to the Five Civilized Tribes in making up the rolls of the Choctaw and Chickasaw Nations such rolls were affirmatively closed by action of Congress on March 4, 1907.

The rolls of the Choctaw Nation were held open to the Mississippi Choctaws from 1830 until March 4, 1907, giving the Mississippi Choctaws 77 years in which to complete enrollment with full benefits of citizenship.

The Federal Government as such is neither legally nor equitably obligated to enroll Mississippi Choctaws with the Choctaws west, and is under only such moral obligation to the Mississippi Choctaws as is due to dependent North American Indians who were originally occupants and owners of the soil and who have been deprived of their patrimony by white settlers.

The passage of H. R. 12586 would completely upset and undo 11 years of careful, painstaking work of the Interior Department in settling the affairs of the Five Civilized Tribes, turn the wheels of progress backwards for more than 20 years, and, as has been said by President Taft, "open up a Pandora's box of troubles, which the life of the present generation might not see closed."

The passage of H. R. 12586 would doubtless result in stupendous claims of millions of dollars against the Federal Government on the part of the Oklahoma Choctaws because of a division of their funds among persons whom the Federal commissions and Federal courts have decided were not entitled thereto.

Its passage would lend encouragement to grafting attorneys with contracts for enormous attorneys' fees, running into millions of dollars, and hold out inducement for procuring additional contracts from spurious claimants.

Your subcommittee therefore recommends that the Harrison bill (H. R. 12586) be not favorably reported by the House Committee on Indian Affairs.

Respectfully submitted.

C. D. CARTER, *Chairman.*

J. D. POST.

ROBT. P. HILL.

P. P. CAMPBELL.

REPORT OF THE SECRETARY OF THE INTERIOR ON THE HARRISON BILL (H. R. 12586).

THE SECRETARY OF THE INTERIOR,
Washington, January 8, 1915.

MY DEAR MR. STEPHENS: I have the honor to refer herein to a communication of August 12, 1914, from Hon. C. D. Carter, then acting chairman of the Committee on Indian Affairs of the House of Representatives, with which was inclosed a copy of H. R. 12586, entitled "A bill to reopen the rolls of the Choctaw-Chickasaw Tribe and to provide for the awarding of the rights secured to certain persons by the fourteenth article of the treaty of Dancing Rabbit Creek, of date September 27, 1830." He also referred to H. R. 4536 and requested that I consider the two bills together and make a report thereon.

Upon examination of H. R. 4536, I find that said bill is identical with H. R. 19213, introduced by Mr. Harrison of Mississippi in the Sixty-second Congress, second session, upon which last-mentioned bill the department submitted to your committee a report dated July 2, 1912. H. R. 12586, introduced in the present Congress by Mr. Harrison, is a similar bill to the above-mentioned bills except that in said H. R. 12586 an additional paragraph is included in section 2 to provide for the enrollment of all persons who were identified as Mississippi Choctaws by the Dawes Commission in its report of March 10, 1899, commonly known as the McKennon roll, and of all persons identified as Mississippi Choctaws by the Dawes Commission from March 10, 1899, to March 4, 1907, whose identification was approved by the Secretary of the Interior but whose names did not appear on the final citizenship rolls of the Choctaw and Chickasaw Nations.

The claims of Mississippi Choctaw Indians to recognition as citizens of the Choctaw Nation of Oklahoma and to share in the property of said Nation are based upon article 14 of the treaty of September 27, 1830. (7 Stat. L., 335.) Pursuant to the terms of the treaty, a large number of Choctaws were transferred from Mississippi to the country west, later known as Indian Territory. These Choctaws who so removed and their descendants now constitute the main body of what is known as the Choctaw Nation. There were, however, a considerable number of Choctaws who remained behind in Mississippi, some of them under the provisions of article 14 above mentioned.

Said article 14 provided that the persons who claimed thereunder should not lose the privilege of a Choctaw citizen, but if they ever removed were not to be entitled to any part of the Choctaw annuity. The Indians who remained behind under the provisions of said article 14 received either land in Mississippi or scrip, which gave the applicants the right to enter public lands in certain Southern States. A

part of said scrip, however, was later commuted by a money payment. Some of the fourteenth-article claimants later made their way west and joined the main body of the tribe in the Indian Territory. The Choctaw Council by various acts recognized the right of said absentee Mississippi Choctaws to remove to the nation, and actually invited them to do so.

Under the provisions of the Atoka agreement with the Choctaw and Chickasaw Tribes contained in the act of Congress of June 28, 1898 (30 Stat. L., 495), the supplemental agreement contained in the act of July 1, 1902 (32 Stat. L., 641), and later acts of Congress for the purpose of carrying out the provisions of said agreements, the claims of individual Mississippi Choctaw Indians to be identified and to be enrolled as entitled to share in the property of the Choctaw Nation were fully considered by the Commission to the Five Civilized Tribes and by the department after full hearing, at which the claimants had ample opportunity to present all the evidence which they could procure in support of their claims. Very few claimants were able to prove descent from an ancestor who received or applied for benefits under the provisions of article 14 of the treaty of 1830.

The history of the Dawes Commission enrollment work relative to Mississippi Choctaw claimants is very fully set out in a communication of April 14, 1914, from William O. Beall, at one time secretary of the commission to the Five Civilized Tribes. A copy thereof is inclosed for your information.

For your further information as to the history of the Mississippi Choctaw claims and of the department action in the preparation of the final rolls there is inclosed a copy of department letter of July 2, 1912, to the chairman of the Committee on Indian Affairs of the House of Representatives.

Judge William H. H. Clayton in his decision in the case of Jack Amos *v.* The Choctaw Nation, a copy of which may be found in the appendix of the annual report of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1901, said that no treaty or acts of the Choctaw Council or of any officer of the Choctaw Council since the treaty of 1830 could be cited, or at least he had not found them, whereby any right or privilege had been conferred, granted, or recognized in or to a Mississippi Choctaw so long as he remained away from his people, and that no right was recognized or conferred upon such absent Indian except upon the condition that he should remove to the nation, and the right was not to be consummated or enjoyed until actual removal.

Mississippi Choctaw Indians who, while the opportunity was theirs under the privileges accorded them, refused to emigrate with the tribe to the new country west, and who never shared in the burdens and hardships of the pioneer life incident to the establishment of the new tribal government west of the Mississippi, have at this late date (now that the tribal property of the Choctaw Nation made valuable by the emigrants is being divided per capita among the enrolled recognized citizens of the nation) no equitable right to share in said property.

With respect to the persons who were identified by the Dawes Commission as Mississippi Choctaws under the provisions of the act of Congress of June 28, 1898 (30 Stat. L., 495), but who failed to remove and make settlement in the Choctaw-Chickasaw country,

as required by the act of Congress of July 1, 1902 (32 Stat. L., 641, secs. 41, 42, 43, and 44), it may be said that, irrespective of their unfortunate condition of poverty and ignorance, there is no ground, legal or equitable, for holding the Choctaw and Chickasaw Nations responsible for the failure of said identified persons to comply with the law as to removal and settlement. No obligation rested upon the United States to provide means for the removal of such Indians.

Referring to the class of claimants whose names were contained in an identification roll submitted by the Commission to the Five Civilized Tribes on March 10, 1899, but never approved by the Secretary of the Interior, your attention is invited to the fact that the commission soon recognized the inaccuracy and incompleteness of that roll and requested the department to disregard it and to return the same to the commission. In order that there might be no doubt as to the standing of said roll, it was disapproved by the department on March 1, 1907. The larger part of the persons whose names were contained on that disapproved roll, were afterwards placed on the approved identification rolls, and those who complied with the law as to removal and settlement were enrolled on the final rolls of Mississippi Choctaw Indians.

In the investigation and examination of Mississippi Choctaw claims made in 1900 and the years following by the Commission to the Five Civilized Tribes every effort that was possible to be made was made by said commission to reach all persons who had any equitable claim to recognition as Mississippi Choctaws, and especially to find those who were full-blood Choctaw Indians.

H. R. 4536 and 12586 in effect provide, so far as the Mississippi Choctaw claimants are concerned, a general reopening of the rolls of the Choctaw Nation, necessitating a review of all the cases which had been adversely decided by the United States courts, the Department of the Interior, and the Choctaw and Chickasaw Citizenship Court, as well as the consideration of claims not heretofore presented or considered, and empower the Secretary of the Interior to determine the rights of the claimants upon such evidence as may be produced by the applicants, without regard to any adverse judgment or decision heretofore rendered by any court or commission to the Five Civilized Tribes, or the Department of the Interior, and without regard to any condition or disability heretofore imposed by any act of Congress.

The records of the department show that Mississippi Choctaw claimants have been to an unusual extent the victims of numerous extortionate contracts, and the correspondence in many cases indicates that contracts were obtained through misrepresentations as to the facts, and in some cases that such contracts were obtained from claimants who believed that the persons obtaining the contracts were Government agents. Your attention is invited to the report of Inspector McLaughlin, of this department, which report appears in print in the Congressional Record of July 10, 1914, commencing on page 13022.

Referring to section 9 of said bills, I am of the opinion that, in view of the large amount of tribal property yet to be disposed of and of other matters affecting the tribes, it would be inadvisable to abolish

the tribal organization of the Choctaw and Chickasaw Nations at the present time.

In view of the facts as presented to me, I am of the opinion that no legislation should be enacted for the reopening of the rolls of the Choctaw Nation for the benefit of the Mississippi Choctaw claimants.

Very truly, yours,

FRANKLIN K. LANE.

Hon. JOHN H. STEPHENS,
Chairman Committee on Indian Affairs,
House of Representatives.

C

Part Eight

ENROLLMENT IN THE FIVE CIVILIZED TRIBES

HEARINGS

BEFORE THE

SUBCOMMITTEE OF THE COMMITTEE ON INDIAN AFFAIRS

HOUSE OF REPRESENTATIVES

ON THE SUBJECT OF ENROLLMENT IN THE FIVE
CIVILIZED TRIBES

STATEMENT OF

REFORD BOND

ATTORNEY FOR THE CHICKASAW NATION IN OPPOSITION
TO ENROLLMENT OF MISSISSIPPI CHOCTAWS



WASHINGTON
GOVERNMENT PRINTING OFFICE
1915

ENROLLMENT IN THE FIVE CIVILIZED TRIBES.

SUBCOMMITTEE OF COMMITTEE ON INDIAN AFFAIRS,
HOUSE OF REPRESENTATIVES,
Friday, August 14, 1914.

The subcommittee met at 10.30 o'clock a. m.; Hon. Charles D. Carter (chairman) presiding.

The CHAIRMAN. Mr. Bond, you may proceed.

STATEMENT OF MR. REFORD BOND, ATTORNEY FOR THE CHICKASAW NATION.

MR. BOND. Mr. Chairman and gentlemen of the committee, the members of the Choctaw and Chickasaw Nations own an equal undivided interest in the entire tribal moneys and properties. They own their moneys and properties in common, therefore they have a common cause and a common fight. Mr. Hurley, attorney for the Choctaw Tribe of Indians, has so carefully briefed this question and has so fully and ably argued the same, that I feel a delicacy in attempting to present the issues involved for fear that I may encroach upon the time of the committee by often repeating or possibly rearguing questions which have heretofore been fully discussed.

The bill under consideration provides for the reopening of the Choctaw-Chickasaw rolls for claimants under the fourteenth article of the treaty of 1830.

MR. CARTER. Does it not go further than that? Does not the Harrison bill provide for the reopening of the rolls to almost anyone?

MR. BOND. Yes; practically any person of Choctaw blood who does not now appear upon the approved rolls of the tribe could apply as a claimant. According to the reports of the commission more than 20,000 persons applied as fourteenth-article claimants.

MR. CARTER. Are you going to discuss the proviso to section 2 or 3?

MR. BOND. Yes, sir. Section 2 of the bill provides:

That the Secretary of the Interior shall be vested with the power to determine the rights of said claimants upon such evidence as may be produced by the applicant, without regard to any adverse judgment or decision heretofore

rendered by any court or commission to the Five Civilized Tribes or the Department of the Interior, and without regard to any condition or disability heretofore imposed by any act of Congress.

Said section further provides:

Provided further, That the Secretary of the Interior be, and he is hereby, authorized and directed to enroll, without requiring further application, under the provisions of this act, all persons who have been identified as Mississippi Choctaws by the Dawes Commission in its report of March tenth, eighteen hundred and ninety-nine, and commonly known as the McKennan roll; and also all persons who have been identified as Mississippi Choctaws by the Dawes Commission from March tenth, eighteen hundred and ninety-nine, to March fourth, nineteen hundred and seven, and were approved by the Secretary of the Interior, but whose names do not now appear on the final citizenship rolls of the Choctaw-Chickasaw Nation.

Mark the danger signal. Section 2 attempts to confer authority upon the Secretary of the Interior to determine the rights of claimants without regard to any adverse judgment or decision heretofore rendered by any court or commission to the Five Civilized Tribes or the Department of the Interior. Mark a further danger signal. Section 2 attempts to direct the Secretary of the Interior to place upon the approved rolls of the Choctaw and Chickasaw Nations, without review and without a hearing of any character, certain claimants whose rights have heretofore been denied by a tribunal of competent jurisdiction. The alleged claimants, in disregard of the restricting and restraining provisions of the Constitution, ask that the legislative department of the Government not only exercise its powers as a lawmaking body, but ask that said department of the Government exercise judicial authority and annul and vacate judgments.

I read from Sutherland on Statutory Construction, Volume I, page 3:

Under the Constitution, the legislature is empowered to make laws; it has that power exclusively; the Executive has the power to carry them by all executive acts into effect; and the judiciary has the exclusive power to expound them as the law of the land between suitors in the administration of justice.

I read further from page 4:

As coordinate branches of one government, they are politically connected and bound together; but their powers and functions are not blended; they occupy no common ground, nor do they exercise any concurrent jurisdiction.

I read further from page 5:

Any statute which attempts to confer powers or impose duties upon one department which properly belong to the others violates the Constitution and is void.

I read further from page 12:

The whole legislative power delegated to the Federal Government is vested in Congress, with the exceptions made in the Constitution, as in the instance of making treaties.

I read further from page 13:

The power which is entirely and exclusively vested in the judiciary department is the power conferred on judicial courts and tribunals to administer punitive and remedial justice to and between persons subject to or claiming rights under the law of the land. * * * It is part of this judicial power to determine what the law is, and all questions involving the validity and effect of statutes when thus determined are authoritatively settled.

I read further from page 18:

Even rules of action are not valid laws, if, when enacted by the legislature, they are judicial in their nature or trench on the jurisdiction and functions of the judiciary. The legislature may prescribe rules of decision which will govern future cases; these rules will have the force of law, so general rules of practice, regulating remedies and so operating as not to take away or impair existing rights, may be made applicable to pending as well as subsequent actions. But it has no power to administer judicial relief: it can not decide cases, nor direct how existing cases or controversies shall be decided by the court: it can not interfere by subsequent acts with final judgments of the courts. It can not set aside, annul, or modify such judgments, nor grant or order new trials, nor direct what judgment shall be entered or relief given. No declaratory act—that is, one professing to enact what the law now is or was at any past time—can affect any existing rights or controversies.

The text from which I have read is amply supported and sustained by an unbroken line of authorities, not only from State and Federal courts but the Supreme Court of the United States, and the text read clearly establishes the fact that you can not enroll a claimant without regard to any adverse judgment or decision heretofore rendered by any court or commission to the Five Civilized Tribes or the Department of the Interior.

Mr. CARTER. Is it your contention, Mr. Bond, that the bill of Mr. Harrison recognizes that the cases have been adjudicated by the courts?

Mr. BOND. Yes, sir; and it is a well-known and admitted fact that practically all these cases have been adjudicated by tribunals of competent jurisdiction.

Therefore, I say, gentlemen, under the authorities read, it would be unconstitutional and Congress would not have the authority to enforce an act which provides that these claims shall be considered without regard to any adverse judgment of any court or any tribunal.

Mr. CARTER. Do you think that would be true in view of the Lone Wolf decision and the Cherokee Baby case decision?

Mr. BOND. Yes; that would be true under those decisions. The Lone Wolf decision, if it please the committee, did not attempt to annul the judgment of a court. It did not attempt to vacate or set aside any finding of any tribunal. It did not attempt to take the property of the tribe for the use or benefit of persons who were aliens to the tribe. It simply held that Congress had the authority to allot the lands of the tribe in severalty and dispose of the surplus. The decision in the Cherokee Baby case did not affect a judgment or a finding of a court. The Cherokee allotments had not been completed, and the Cherokee Council asked that the Cherokee babies be allotted.

It was the policy of the Government to wind up the affairs of the Lone Wolf Band. Therefore Congress provided for the allotment of their lands in part and a sale of the balance, and when a part of that band of Indians attempted to prevent the allotment and the sale the court held that that legislation was within the plenary power of Congress; that their rights were not jeopardized or disturbed: that they received an equal share of lands in allotment, and received a reasonable consideration for the lands sold.

Mr. CARTER. The points decided in the Lone Wolf case, as I remember, were about these: That an act of Congress had been passed for the allotment of the land of the Kiowa and Comanche Indians, 160 acres per capita, and the sale of the residue. The Kiowa Indians

contended that they had not agreed to have that done and that they were not willing to take a 160-acre allotment. Is that your understanding of what the contention was?

Mr. BOND. That is my understanding. Further, the Lone Wolf case is not in point with the issues being considered by the committee, for the reason that they were reservation Indians and did not hold title by patent. They did not have title in fee simple.

Mr. CARTER. Let me ask you another question, Mr. Bond, about the comparative difference between the title of the Kiowas and Comanches and the Choctaws and Chickasaws, since you have raised the point. You did not say quite fully just what kind of title the Kiowas and Comanches had.

Mr. BOND. The Kiowas and the Comanches were a roving band of Indians having no fixed place of abode. They were placed on this land by the United States and it was given them as a gratuity.

Mr. CARTER. What I am particularly interested in is knowing just what the title consisted of. Did they have a patent to the land?

Mr. BOND. I do not think they had a patent to the land. If they did have a patent to the land, it was a gratuity.

Mr. CARTER. There are three kinds of so-called titles to Indian reservations: First, there is the Executive-order title, which consists merely in this, that a band of Indians is taken up and placed upon a reservation by Executive order, without giving them any other evidence of title to the reservation; second, you have what might be called the treaty reservation, which is a reservation acquired by Indians by treaty, for which they sometimes gave and sometimes did not give valuable consideration; third, you have the patent in fee reservation, for which not only a treaty was made and a valuable consideration given, but for which an actual patent in fee was executed and delivered to the tribe. For my own information, because my memory does not serve me very accurately about the Kiowas and Comanches, I was interested in knowing just what kind of title the Kiowas and Comanches had that had been interfered with by acts of Congress and which were sustained by court decisions, in order that this committee might know just how far the power of Congress may reach in such matters.

Mr. BOND. The Lone Wolf Band acquired a right of use and occupancy under the treaty of Medicine Lodge. I read from the treaty:

Shall be, and the same is hereby, set apart for the absolute and undisturbed use and occupation of the tribes herein named, and for such other friendly tribes or individual Indians as, from time to time, they may be willing (with the consent of the United States) to admit among them.

Mr. CARTER. Now, then, let me ask you this question: In the Lone Wolf case and in the Cherokee Baby case, were the plaintiffs the authorities of the tribe or were they individuals?

Mr. BOND. That is a distinction that has very appropriately been mentioned at this time. They were not the authorities of the tribe in the Cherokee Baby case; they were individuals, and the courts have held in an unbroken line of decisions that an individual member of a tribe has not such a vested right in tribal property as to maintain an action therefor: that the title is in the nation or in the tribe and not in the individual. In the Lone Wolf case, it was reported that three-fourths of the qualified voters of the tribe favored the allot-

ment of the lands of the band, however, it developed thereafter that not quite the required number had asked for the allotment.

Mr. CARTER. Was that point discussed in either the Lone Wolf case or in the Cherokee Baby case, or do you know?

Mr. BOND. It was discussed in the Cherokee Baby case. In that case the nation was fighting for the babies and the individuals were fighting against their enrollment.

Mr. CARTER. Do you say that the constituted authorities of the nation were fighting for the enrollment of the babies, and that the Supreme Court decided in line with the contention of the constituted authorities of the nation?

Mr. BOND. Yes, sir.

Mr. CARTER. Now, do you know of any court decisions that have settled or dealt with the right of Congress to administer tribal property in defiance of the constituted authorities of the tribe, or of the legally constituted authorities of the tribe?

Mr. BOND. In my judgment, Congress with its plenary power could interfere with the legally constituted authorities of the tribes in the administration of their affairs and in the control of their property. But to what extent, would depend entirely upon the circumstances and the conditions. If a tribe acquired a right under an act of Congress, Congress could not repeal that act and thereby abrogate the right. It is a fundamental rule of law that Congress can not destroy a right acquired under a statute by the power of repeal. There are numerous decisions to that effect, and I see no reason why tribes should not have rights the same as individuals or corporations. There is a marked distinction between administering tribal affairs, and taking tribal property and appropriating it to the use of persons foreign to the tribe.

Mr. CARTER. Take the present situation as it exists to-day: The Choctaws and Chickasaws owned a reservation in Indian Territory; they agreed that the property should be allotted to the enrolled members of the tribe, and they agreed, furthermore, that the Federal Government should make the rolls. The Federal Government passed a law, in accordance with this agreement, closing the rolls as of certain date, thereby making operative the rolls that had been made for the distribution of the property in accordance with the agreement that had been made with the tribes. Now, what I would like to understand is this:

Has the Federal Government the right now to enroll other members over the objection of the legally constituted tribal authorities, who made the agreement, and to place other members on the rolls in defiance of the protests of those authorities with whom they had made the agreement?

Mr. BOND. Yes, sir; the statement is clear. Your question will cause me, naturally, to divert from the line of my argument, but I will answer the chairman's question. I will say this: That the claimants in this particular proceeding are claiming under the treaty of 1830. Article II of that treaty reads as follows:

The United States, under a grant specially to be made by the President of the United States, shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it.

That provision of the treaty was carried to the patent, and the patent reads in part, as follows:

That the United States of America, in consideration of the premises and in execution of the agreement and stipulation in the aforesaid treaty, have given and granted, and by these patents do give and grant, unto the said Choctaw Nation the aforesaid "tract of country west of the Mississippi," to have and to hold the same, with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, as intended "to be conveyed" by the aforesaid article, "in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it," liable to no transfer or alienations, except to the United States or with their consent.

Mr. HILL. That was the deed or patent made by the Government to the tribe?

Mr. BOND. Yes, sir; to the tribe. I have already shown the committee by all the text writers and by an unbroken line of decisions that Congress can not annul a judgment, that Congress can not grant a new trial, and that Congress can not vacate or set aside a finding of a judicial tribunal of competent jurisdiction. The courts have determined the rights of the claimants under the patent and under the treaty.

Mr. BALLINGER. Right in that connection, Mr. Bond, if it will not interrupt you, I would like to ask you a question: Did not Congress do precisely that very thing by the act, or supplemental agreement, of July 1, 1902, wherein it authorized another tribunal to review the judgment of the United States courts which had been declared to be a finality by the act of June 10, 1898?

Mr. BOND. I am pleased to have you ask that question. Congress can provide for the review of a judgment of a court of its own creation, but all the authorities make a distinction between annulling a judgment and creating a court to review a judgment. There is a distinction between granting a new trial and providing for a tribunal for the review of a judgment. I acknowledge that Congress has authority to provide for the review of a judgment rendered by a tribunal of its own creation. That is not in conflict with anything I have said in my argument, but under this particular bill, Congress does not attempt to provide for a tribunal to review particular judgments against particular claimants, but Congress attempts to absolutely place them upon the rolls or attempts to direct the Secretary of the Interior to place them upon the rolls, absolutely ignoring the judgments denying them citizenship.

Mr. BALLINGER. Right there, in this particular case being discussed before the committee, the regularly constituted tribunal had found them to be entitled to enrollment, provided only that they removed and made proof of their removal. So that judgment of their right is to-day in force, and only the question as to their removal is in issue. Is not that correct?

Mr. BOND. I was going to explain that under the terms of the patent just read by me, and under the terms of the fourteenth article of the treaty, no individual having Choctaw or Chickasaw blood is entitled to any right in the Choctaw and Chickasaw Nations unless he lived upon the land and complied with the terms and conditions of the patent and the treaty; and the courts have upheld that contention.

Mr. BALLINGER. Right there let me ask you another question, which, I think, will entirely clear up the atmosphere. Will you state in what decision the court has ever held that removal was a prerequisite to a right?

Mr. BOND. For your edification I will argue that question for you.

Mr. BALLINGER. If you will cite the decision we can refer to it.

Mr. BOND. I will read you the decision. You admit, Mr. Ballinger, that the Mississippi Choctaws reside in the State of Mississippi, do you not?

Mr. BALLINGER. Most of them are there to-day.

Mr. BOND. You admit that those who reside in the State of Mississippi did not remove to the Indian Territory and comply with the terms of the patent by living upon the land, do you not?

Mr. BALLINGER. Mr. Bond, as to compliance with the terms of the patent, it has been my contention throughout that that patent to which you have referred never conveyed any interest at all, and that the interest in the western land had been conveyed by the treaty of 1820 which did not require any patent.

Mr. CARTER. I think that is aside from the issue, somewhat. But the patent was really the evidence of the title that was conveyed by the treaty, was it not?

Mr. BALLINGER. The patent that was issued under the treaty of 1830, to which Mr. Bond has made reference, has never been held by any court to have been a conveyance even of the legal title, but the court has held in the case of the Choctaw Nation against the United States that the title to those lands passed to the Choctaw Nation by operation of the treaty of 1820.

Mr. BOND. In order to answer the argument of Mr. Ballinger, I will admit that the Supreme Court of the United States did hold that those lands were acquired under the treaty of 1820. They were acquired under that treaty. The Choctaw Nation exchanged 4,000,000 acres of land in the State of Mississippi for the reservation west under the treaty of 1820, but the patent to the lands involved was not issued until 1842. The nation accepted the terms and conditions of the patent. If you had contracted for real estate in 1820 and the patent or deed was issued in 1842 in compliance with a supplementary agreement made in 1830, and you accepted it without objection and retained the benefits under it, then you would be bound by its terms.

Mr. CARTER. Let me ask you this: Was the treaty of 1830 made by the legally constituted authorities of the Choctaw Nation in Mississippi?

Mr. BOND. Yes, sir.

Mr. CARTER. And the rights involved in or concluded by that treaty were a part and portion of the rights of the Mississippi Choctaws?

Mr. BOND. In 1830 the Choctaw Nation resided as a whole east of the Mississippi River and the Choctaw Nation as a whole made the treaty of 1830.

Mr. CARTER. Then you consider that all the Choctaw Indians then belonging to the Choctaw Nation in Mississippi were bound by the treaty of 1830 just as strongly as they were by treaty of 1820?

Mr. BOND. Yes, sir. As a matter of fact, the treaty of 1830 was supplementary to the treaty of 1820, and superseded the treaty of

1820. Now, if the chairman please, Mr. Ballinger will say that there was no consideration for placing this restriction in the patent that the land must be lived upon, but you can find a consideration for placing such a restriction in the patent. When the Choctaw Nation agreed to go West the United States promised and agreed with said nation that no person should have title in and to said lands who did not live on same, and that those who remained should not be entitled to citizenship unless they removed.

Mr. Ballinger will say that there was no consideration passing to those members who expatriated themselves from the nation and remained in Mississippi. But, Mr. Chairman, there was a consideration passing to those members because the nation left for them in Mississippi 10,000,000 acres of land, out of which they had the right to select 640 acres for each head of a family, 320 acres for each child over 10 years of age, and 160 acres for each child under 10 years of age. Was this not a sufficient consideration?

Mr. BALLINGER. No. That was nothing more than their share of the 10,000,000 acres to which they were entitled.

Mr. CARTER. Were they entitled to that consideration under the treaty of 1820?

Mr. BALLINGER. No, sir.

Mr. BOND. Under the treaty of 1820 their share of the 10,000,000 acres of land was not mentioned, and you, Mr. Ballinger, know it was not. No allotment scheme was provided for by that treaty, and you, Mr. Ballinger, know it to be a fact.

Mr. BALLINGER. Under the treaty of 1820 they reserved in common all their rights as members of the tribe in the remaining 10,000,000 acres of land, and by the treaty of 1830 they were given allotments in that 10,000,000 acres, and the allotment was no more than their proportionate share would have been had all the lands been allotted: that is, if all of the 10,000,000 acres had been allotted to the then members of the tribe.

Mr. BOND. The Supreme Court held in the case of *Fleming v. McCurtain et al.*, reported in 215 United States Reports, at page 56, that the title under the treaty of 1830 was in the tribe and that the tribe did not hold same in trust for individuals.

Mr. CARTER. Is it your contention that the right of a man to an allotment and to get the title to the individual portion of the property which he already owns is not a consideration?

Mr. BALLINGER. I do not think it would be a consideration.

Mr. CARTER. By the same token, then, it might be contended that there was no consideration whatever in the Atoka or supplemental agreement made with the Choctaws in Oklahoma.

Mr. BALLINGER. Yes, sir: under those treaties the land in the Choctaw Nation was allotted equally among all the members of the tribe, or at least provision was there made that when the residue lands were sold the proceeds were to be divided equally among all those people that were enrolled.

Mr. CARTER. That is going into the details and technicalities, but the real consideration that the Choctaws and Chickasaws in the Indian Territory received for making the agreements of 1898 and 1902 was the allotment and division in severalty of that which they already owned in common.

Mr. BALLINGER. That is absolutely correct.

Mr. BOND. Under the treaty of 1830 there was no provision made for allotments save to those who elected to remain and renounce their allegiance to the tribe and become citizens of the State of Mississippi. Those who went West were not to receive an allotment from the lands east, but all land remaining after the allotment of those who remained was ceded to the United States.

Mr. CARTER. Then, in like manner, it occurs to me it can not be said in fairness that the right of the members of the Choctaw Nation in Mississippi to individualize what was about his pro rata share of land at that time and get title to it was not a consideration.

Mr. BALLINGER. I will make this statement, and then I will not ask any more questions, because I do not want to interrupt counsel. In 1830 all the Choctaws constituting the Choctaw Tribe owned the 10,000,000 acres remaining in Mississippi which had not then been ceded, as well as all the western lands. By the fourteenth article of the treaty of 1830 those Choctaws who remained in Mississippi were given allotments out of the 10,000,000 acres of land, which allotments were not any more than their individual share of the 10,000,000 acres remaining in Mississippi, and there was no consideration, as I claim, passed to them for their individual shares in the western lands.

Mr. CARTER. Your statement is fair as far as it goes, but you neglect to carry it out to its logical end. The further consideration was given the Mississippi Choctaws, if the contention of these gentlemen be correct, after he had individualized his 640 acres, and so on, to his pro rata share in the division of the lands of the Indians in Indian Territory at any time that he might choose to move onto those lands, so it occurs to me that the man who did receive a consideration under the treaty of 1830, and about the only man was the Mississippi Choctaw, to wit, the consideration to allot 640 acres to the head of a family, and so on down, which was not granted to those Indians who moved to Indian Territory. This further statement, which has gone into the record, I think, several times, might be appropriate; at that time it was a physical impossibility for any person to derive any benefit from the reservation in Indian Territory unless he moved upon it, because he could not lease the land for a longer term than one year, he could not cultivate it and remain in Mississippi, and he could not enjoy any use of that land without actually removing to and remaining upon the land. So that in the light of conditions as they existed at that time, I repeat, it occurs to me the only consideration given in the treaty of 1830 was that given to the Mississippi Choctaws, which was denied to those who removed to Indian Territory.

Mr. BALLINGER. It is true that by the treaty of 1830 provision was made that the Indians who remained in Mississippi must remove to the western lands, but there was no time limit fixed in which removal should occur, and that was left open and indefinite, and it is our contention that before Congress or the Choctaw Nation could have divided the western lands and thereby destroyed the rights of the Mississippi Choctaws ample and proper notice should have been given to the Mississippi Choctaws, which notice was never given.

Mr. CARTER. I understand you now.

Mr. PHELPS. Do you maintain that the granting or the allotting of 640 acres to the head of a family who remained in Mississippi was a consideration for his remaining in Mississippi?

Mr. CARTER. I am not yet maintaining anything. I am trying to get at the facts. I spoke only of the way the matter occurred to me at this time. I do not think that anything was given to him as a consideration for his remaining in Mississippi, because at that time it was the evident purpose of the Federal Government to move every one of them onto the reservation in the West as soon as possible.

In the decision of Judge Clayton it is set out, and I presume he had authority for that statement, that bayonets and soldiers were ready to move them to the reservation as soon as it could be conveniently done and to restrain them from leaving the reservation after they were placed upon it. But the Federal Government at that time was confronted with the proposition of not getting any of the Choctaws to move West. The treaty had been in force for 10 years and practically none of them had gone there. It has been repeatedly stated that the object in making the treaty with these people was to get as many of them as possible to move West; but some of the Choctaws would not sign the treaty requiring them to move West. It seems to be the general contention that the giving of 640 acres to the heads of families and so on down the line was done in order that they might get the treaty signed and the Indians moved.

Mr. PHELPS. That leads me to this question: Was it not a fact that the Government of the United States found it impossible to make that treaty with the Choctaw Indians in 1830 up until the time that they drafted the fourteenth article?

Mr. CARTER. I think I stated that very plainly.

Mr. PHELPS. Then the 640 acres did not constitute a consideration to remain in Mississippi, and do you contend that it was just simply to satisfy those people who refused to move and that there was no power in Congress to remove those people?

Mr. CARTER. Again, I am not contending anything, but am simply saying how the matter presents itself to me at this time. I wanted to bring out a discussion of both sides of the question, and that was the animus for my interrogatories. I repeat, it seems apparent that the Federal Government did not want the Indians to remain in Mississippi, the people in Mississippi did not want them to remain there, but they wanted to get a treaty signed by which they could start the migration. They were unable to get that treaty signed and the Choctaws refused to move. So it seems to be generally conceded that the fourteenth article was placed in this 1830 treaty to secure its adoption and induce the Choctaws to begin migration to the new reservation in the West.

Mr. PHELPS. That was the point I wanted to make clear.

Mr. BALLINGER. Mr. Bond, I have just one suggestion and then I will not interrupt you. Judge Clayton did render a decision, as you stated, holding in effect that removal was essential to a right in the western lands. That decision was rendered, as I recall, in the Jack Amos case. Judge Townsend, another United States judge, sitting in another district in Indian Territory, as I recall, in the consolidated "Mississippi Choctaw cases," held that removal was not essential to a right under the treaty of 1830; that the Choctaws living in Indian Territory held the land for the benefit of the absentees in Mississippi, Louisiana, or wherever they might be. So that you have two decisions of coordinate courts diametrically opposite, and there has never,

so far as I know, been a decision of a higher court on that particular point.

Mr. BOND. Mr. Ballinger, it is a very difficult undertaking for a man to make an argument in logical sequence and in chronological order without notes, without a written statement, and without a brief; and if I am to be continually interrupted during my discussion of the issues, the argument will be so scattered that the committee will be unable to get heads or tails out of my discussion when the matter has been closed. I will attempt now to answer one or two of your questions, and hereafter I will appreciate it if you will refrain from asking me questions until I have had an opportunity to present my argument to the committee. After I have presented my argument I will be pleased then to answer any question that is relevant or competent.

Mr. PHELPS. Mr. Chairman, I would like to say to Mr. Bond that I beg his pardon for interrupting in the course of his argument. It was not my intention to do that. The argument had become rather informal at that time, and I had no idea of at all confusing Mr. Bond.

Mr. BOND. No; I appreciate that.

Mr. CARTER. I think the Chair can be charged for practically all the irregularities that have entered into Mr. Bond's argument. I thought it important to bring out clearly any distinction between the force that an objection from an individual or band of individuals might have as compared to the force of an objection from the legal and duly constituted tribal authorities.

Mr. BOND. I think the Chair left the room shortly after I commenced my argument and did not get the trend of my thought and the authorities cited by me.

Now, Mr. Ballinger has asked me to cite him to some decision holding that, under the terms and conditions of the patent issued under the treaty of 1830, it was necessary to remove to and establish a bona fide residence within the tribal domain in order to acquire citizenship and share in the tribal funds and properties. The case of Jack Amos against the Choctaw Nation so holds, and I will discuss that case fully later on in the hearing. I might also say that I have no knowledge of an opinion rendered by Judge Townsend wherein the question of removal was involved save an ex parte opinion entitled "In re Citizenship cases," which will be referred to later. The only Horn citizenship case that I have any knowledge of is the E. J. Horn case decided by Judge Clayton, and that case does hold as you have stated.

It will be argued that Congress has authority to pass on applications for citizenship and therefore the provisions of the bill in question are within the law, but I assert that there is a marked distinction between the title held by the Choctaw and Chickasaw Nations under the treaty of 1855 and the title vested in other tribes, a distinction that has been recognized by the court of last resort, and when Congress contemplated the allotment in severalty of the lands of the Choctaw and Chickasaw Nations it fully realized the danger of attempting to divest them of such title by the addition of the names of claimants to their rolls without the consent of the tribe; hence, Congress agreed with the tribes as to the manner and method

of enrollment and the allotment of lands. It was agreed that the right to citizenship should be determined by a competent tribunal empowered to administer oaths and hear testimony, and Congress is without authority to annul the judgments of said tribunal and enroll without evidence and without a hearing.

The judicial department has the exclusive power to determine what the law is, and the validity and effect of statutes and the rights of the claimants can not be determined without passing upon the effect of the fourteenth article of the treaty of 1830, and without passing upon the effect of the patent issued in pursuance thereof; and, therefore, I say Congress could not direct the enrollment of claimants without encroaching upon the power of the judicial department of the Government. If the moneys and properties of the Choctaws and Chickasaws are taken from them by an act of Congress and sent to an alien people in a foreign State, the act which deprives the tribes of their property in violation of the patent and the treaty, and in violation of court decisions, should carry with it a provision giving the Court of Claims jurisdiction to determine the responsibility of the United States for such taking of property.

The claimants are notoriously insolvent. The tribes are without authority to sue the United States unless permission is first granted, therefore the force and effect of the treaties and agreements made and entered into between the United States and the tribes, in the event permission to sue is refused, may be tested in a proceeding to enjoin the Secretary of the Interior from paying such moneys: however, we would much prefer the right to institute a suit in the Court of Claims with the right of appeal to the Supreme Court. We trust, however, that there will be no occasion for such a suit, and trust that if Congress ever contemplates the taking of tribal moneys under the conditions and circumstances above named that Congress will first submit a test case to the Court of Claims with the right of appeal by either party. If, after a full hearing, Congress should conclude that the claimants are not entitled to citizenship rights as against the Choctaw and Chickasaw Nations, but should find a settlement due or equities existing between the Choctaws east and the Choctaw Nation west, then Congress should authorize a suit to determine such equities. You often hear the assertion that the subcommittee last session reported in favor of reopening the rolls. I have read carefully the report of said committee, and I do not so construe the report. I read from said report, at page 27:

MR. MILLER. The Choctaws, as a nation, have some money and have valuable coal lands. But we must recognize a solemn treaty provision between the Choctaws and the United States. In the treaty of 1902, article 35 begins as follows:

"35. No person whose name does not appear upon the rolls prepared as herein provided shall be entitled to in any manner participate in the distribution of the common property of the Choctaw and Chickasaw Tribes and those whose names appear thereon shall participate in the manner set forth in this agreement."

Now, I can finish in one or two more sentences. It is a grave question whether the Choctaw Nation alone is responsible and should be required to compensate, if any body does compensate, these Indians for the injustice. I am not prepared to say here what I think about it, but it seems to us that the committee ought to be agreed that these Indians are on earth. They have been injured and they ought to have some relief, and the committee, then, should say what the relief should be, and, as a prerequisite to that, we are agreed that we should know who they are, how many they are, and where they are.

The Secretary of the Interior, in writing, states that there are records in his office now, or in the office of the commissioner to the Five Civilized Tribes, they heretofore having received applications for \$24,000, and taken testimony on them covering practically all meritorious cases. They can probably make up a list that will include all who have the right and who ought to be included in the list of those to whom relief should be given.

Mr. CARTER. No doubt that would depend almost entirely upon whom the Secretary would refer it to, would it not, Mr. Miller?

Mr. MILLER. I do not know. I will say this to you, Mr. Carter: If this is left as it is, the Secretary of the Interior would submit a very small list, and the way we have drawn this is not to open it up, not to let every Tom, Dick, and Harry have an investigation, but to take it up and determine where the meritorious case are.

We are of the opinion that the recommendations of said report were practically complied with at this session. The Department of the Interior reported the names of applicants who had claims of apparent merit and such persons were enrolled. The tribes agreed to the enrollment as a compromise and to purchase their peace, and yet they are still threatened with a practically unrestricted reopening of their rolls. It will ever be so until their properties and moneys are exhausted unless Congress takes a firm stand in the premises. The cases of the claimants have been the subject of congressional legislation, commission report and decision, judicial decree and determination until finally adjudicated, and the members of the Choctaw and Chickasaw Tribes are entitled to their peace.

(The committee thereupon took a recess until 2.30 o'clock p. m.)

AFTER RECESS.

Mr. BOND. The proponents of the bill contend that the alleged claimants are entitled to citizenship in the Choctaw and Chickasaw Nations with all the rights, privileges, and immunities of such without removing to and establishing a bona fide residence within the confines of the tribal domain. The opponents of the bill assert that the ancestors of the alleged claimants, having renounced their allegiance to the tribe, that the alleged claimants having been born without the tribe, and having refused to assume the burdens and responsibilities of tribal citizenship, and having refused to remove to and establish a bona fide residence within the tribal territory, they have forfeited their rights to tribal citizenship. The proponents of the bill ask for an interpretation of the treaty in conflict with the weight of authority in violation of two fundamental rules of statutory construction and against the treaties, laws, usages, and customs of the tribe.

The opponents of the bill ask for an interpretation of the treaty in accord with the weight of authority, in harmony with two well-established rules of statutory construction, and in keeping with the treaties, laws, usages, and customs of the tribe. Principle is the very groundwork and foundation of the law; precedent is persuasive and often final; and we will establish to your satisfaction, by both principle and precedent, that the alleged claimants are without legal or equitable right to citizenship in the Choctaw and Chickasaw Nations.

Mr. MILLER. If I may suggest it, I do not know that it has ever been seriously contended, or contended at all, that the so-called Mis-

Mississippi Choctaws now residing in Mississippi have a legal right to be enrolled as members of the Choctaw and Chickasaw Nations.

Mr. BOND. It is not contended that they have a legal right, but it is contended that they have an equitable right, and it is contended that they have a political and moral right.

Mr. MILLER. Yes; and I think on those grounds, or somewhere on those grounds, they will have to find their justification, because it has always seemed to me, and I think that has been the view of others, almost without exception, that under the treaties we have made in the last half century with the entity, at least, that was acting for the Choctaw Nation, the Mississippi Choctaws while living in Mississippi had no legal right to membership in the Choctaw and Chickasaw Nations. But the theory upon which, it seems to me, they must justify their—I do not want to say citizenship—but upon which they must justify their right to some redress is that they have been despoiled of certain property rights without sufficient or adequate remuneration; and, irrespective of the treaties that we have made and the acts of Congress that we have passed, the query is whether or not something ought to be done for them. I know that was the opinion of the subcommittee that investigated this matter in the preceding Congress, but I do not think I ever heard anybody make a legal argument that under the law as it stands the Mississippi Choctaw has a right to be enrolled as a member of the Choctaw and Chickasaw Nations. I may be mistaken about it.

Mr. BOND. I intend to argue that the fourteenth article treaty claimants or the so-called Mississippi Choctaws have now no legal rights under the fourteenth article of the treaty of 1830, and if it is admitted that they have no legal rights under said treaty, then surely they are not entitled to citizenship in the Choctaw and Chickasaw Nations, for they have no equitable, moral, or political claims against the Chickasaw Nation. I desire to argue the legal rights of the fourteenth article claimants for the reason that the Chickasaw Tribe of Indians in 1837 purchased an interest in the Choctaw tribal lands west, and that purchase was subject only to the terms and conditions of the treaty of 1830 and not subject to any equities that might have arisen theretofore between the Choctaws west and the Choctaws east with reference to the disposition of the lands east, for the reason that the Chickasaws and Choctaws never owned any property east. The Chickasaws were never a party to any litigation affecting the rights of the Choctaws east and the Choctaws west to lands in the State of Mississippi and received no damages recovered against the United States for breaches of the treaty of 1830. Therefore, I contend that now with the Choctaws and Chickasaws owning an equal undivided interest in the tribal funds, if you give citizenship to fourteenth article claimants you not only take property from the Choctaws, but you likewise take property from the Chickasaws. Therefore, if there exists any equities, if there exists a political or moral claim between the Choctaws west and Choctaws east, that claim should be asserted in a court of proper jurisdiction, under proper safeguards, and not asserted in the form of an action for citizenship which would take property from both tribes. I have tried to make myself clear.

Mr. MILLER. I understand that perfectly, and it is well taken.

Mr. BOND. The second article of the treaty of 1830 reads, in part, as follows:

The United States, under grant specially to be made by the President of the United States, shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live upon it.

The patent executed in pursuance of said section of said treaty reads, in part, as follows:

That the United States of America, in consideration of the premises and in execution of the agreement and stipulation in the aforesaid treaty, have given and granted, and by these presents do give and grant unto said Choctaw Nation the aforesaid tract of country west of the Mississippi, to have and to hold the same, with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, as intended to be conveyed by the aforesaid article, in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it, liable to no transfer or alienation except to the United States or with their consent.

The third article of said treaty reads, in part, as follows:

In consideration of the provisions contained in the several articles of this treaty, the Choctaw Nation of Indians consent and hereby cede to the United States the entire country they own and possess east of the Mississippi, and they agree to remove beyond the Mississippi River as early as practicable, and will so arrange their removal that as many as possible of their people, not exceeding one-half of the whole number, shall depart during the falls of 1830 and 1832, the residue to follow during the succeeding fall of 1833. A better opportunity, in this manner, will be afforded the Government to extend to them the facilities and comforts which it is desirable should be extended in conveying them to their new homes.

The fourteenth article of the treaty provides, in part, as follows:

Each Choctaw head of a family being desirous to remain and become citizens of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by sectional lines or survey; in like manner shall be entitled to one-half that quantity for each unmarried child who is living with him over 10 years of age, and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee simple shall issue. Said reservation shall include the present home of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

The first precedent construing the above sections of said treaty is found in the case of Jack Amos et al. *v.* The Choctaw Nation, reported in the Sixth Annual Report of the Commission to the Five Civilized Tribes to the Secretary of the Interior for the fiscal year ending June 30, 1899, at page 92. I will read from the opinion of the court:

In this case the proof shows that the claimants are Choctaw Indians by blood now living in the State of Mississippi; that neither they nor their ancestors have ever removed into the present Choctaw Nation.

The claimants base their right to be enrolled as Choctaw citizens upon the terms of the second and fourteenth articles of the treaty negotiated at Dancing Rabbit Creek on September 27, 1830, and of the conditions of the patent to the lands of the Choctaw Nation executed by President Tyler in the year 1842. * * *

The conditions of article 2 of the treaty, that the land should be conveyed "to the Choctaw Nation in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it," are carried into the

patent and are the only portions of that instrument which shed any light on the question now being considered, and therefore article 2 and the conditions of the patent may be considered together. * * *

Article 3 of the treaty of 1830 stipulates that the Choctaws agree to remove all of their people during the years 1831, 1832, and 1833 to those lands.

Article 14 of the treaty, however, provides for certain privileges and rights for those who might choose to remain in Mississippi with a view of becoming citizens of that State. They and their descendants were to receive certain lands and, after living on them for five years, intending to become citizens of the State, these lands were to be granted to them in fee simple. Then follows this very peculiar clause:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

The difficulty in construing this clause of the treaty is to ascertain the meaning of the word "remove." To what does it relate, and how shall we give it meaning? It certainly does not purpose to impose a penalty on the Choctaw who may choose to remove for removing, and for that reason forfeit his right to the annuity, because so long as he remained in Mississippi he was not entitled to any annuity, and therefore by removing he could not forfeit that which he did not have. If he removed he was to have no annuity, and if he remained he was to have no annuity. It is evident, therefore, that the word was not used for the purpose of forfeiting the annuity in case of removal. Then what are its uses? The very object of the treaty was to procure a removal of these people. The whole of the Choctaw Nation, with all of its sovereignty, its powers, and its duties, was to be transferred beyond the Mississippi. It was to exercise its powers, confer its privileges, and maintain the citizenship of its people in another place. Those who were left behind were to retain, not this Choctaw citizenship but only the "privileges of a Choctaw citizen"; that is, that when they put themselves into a position that these privileges could be conferred upon them they were to have them, and under the conditions and purposes of this treaty, how would it be possible for them to put themselves in such a position without first removing within the territorial jurisdiction of the Choctaw Nation and within the sphere of its powers? What privilege would it be possible for the Choctaw Nation to confer or a Mississippi Choctaw to receive so long as he remained in Mississippi and out of the limits of the Choctaw Nation?

By the very terms of the treaty they were to become citizens of another State, owing allegiance to and receiving protection from another sovereignty. If one Mississippi Choctaw were to commit a wrong against the person or property of another, the right would be enforced and the wrong redressed under the laws of Mississippi. The Choctaw Nation would be powerless to act in such a case. The Choctaws in that State can not vote, sit as jurors, or hold office as a Choctaw citizen, or receive any other benefit or privilege as such. They can not participate in the rents and profits of the lands of the Choctaw Nation, because by the very terms of the grant the Choctaw people and their descendants must live upon them. If they do not, it is an act of forfeiture, made so by the provisions of article 2 of the treaty of 1830, and also of those of the patent to their lands afterwards executed.

The title of the Choctaw people to their lands is a conditional one, and one of the conditions of the grant, expressed in both the second article of the treaty of 1830 and the patent, is that the grantees shall live upon them. And who are the grantees? Who are these people who are to live upon the land? Unquestionably the Choctaw people and their descendants; for, while the grant is to the Choctaw Nation, the people seem to be included both as grantees and beneficiaries. The language of the treaty is, and it is carried into the patent:

"The President of the United States shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple, to them and their descendants, to inure to them while they shall exist as a nation and live on it."

The Choctaw Nation is not "them" and can not have "descendants." And while it may exercise its sovereignty and its national powers within certain defined territorial limits, it can not "live on land." Those provisions of the grant which are expressed in the plural and attach to "descendants" and which require as a condition that the land shall be lived on beyond doubt refer to the Choctaw people and their descendants. * * * There can be no question but that the second article of the treaty of 1830, negotiated 12 years before the execution of the patent, * * * was intended to convey a fee-simple title,

burdened by two conditions subsequent, the one that the grantees should continue the corporate existence of their nation, and the other that the people of that nation and their descendants should forever live upon the land. A failure of either would work a forfeiture of the title to the grantor. * * *

This condition was inserted for two reasons: First, to compel the grantees to remove upon the lands; and, second, to compel them to remain on them after removal. It was not intended that some should go and locate on the lands and hold the title for themselves and also for the others who should choose to remain. * * *

The word "successors" was omitted from the treaty, because by its terms the Choctaw Nation was to have no successors. They were to live on the land forever or it should be forfeited to the grantor. When the technical words "successors" and "heirs" were dropped and the common word "descendants" was used, these Indians could understand it. They knew what they and their offspring were. It was to them—the people and their children—that the land was sold, and when the condition was added that the grant was to be made to them and their descendants only in the event that they should live upon the lands, they could not but understand that this implied a removal and a continual residence upon them.

Mr. MILLER. May I ask you a question on a point that I would like to have you elucidate fully? In the early part of the court's opinion it is stated that the Choctaws remaining in Mississippi had no annuities. Therefore by removing west they lost none. What have you to say as to whether or not that is a correct statement of the fact?

Mr. BOND. That is a correct statement of the fact, because the Government paid no annuities to the Choctaws who remained, expatriated themselves from the tribe, and became citizens of the State of Mississippi.

Mr. MILLER. Are you quite sure about that?

Mr. BOND. I am quite sure about that, for the reason that the annuities promised under that treaty were afterwards recovered in an action wherein the Choctaw Nation was plaintiff and the United States was defendant, and the annuities were distributed in the Choctaw Nation West, and the Choctaws who remained in Mississippi under the fourteenth article of the treaty received no annuities provided for under the treaty of 1830.

Mr. MILLER. Is that what the language of that opinion says?

Mr. BOND. The annuities provided for in the treaty were for the nation. Those annuities were to assist the nation who went west to endure privations and hardships in their effort to conquer a wilderness and establish homes in a new country.

Mr. MILLER. Can you state what those annuities consisted in?

Mr. BOND. They consisted of \$20,000 a year for 20 years.

Mr. MILLER. I made some special effort to ascertain that phase of the case some time ago, and the results were not entirely satisfactory. I thought that possibly you had some additional information.

Of course, that construction of the court is not at all the language of the treaty. Nobody could claim that was so. If there were 40 decisions like that nobody would read the terms of the treaty and read the opinion and say that that was a correct statement of what the treaty provided. Now, it may be that a subsequent action on the part of both the Choctaws and the United States relieved the United States of its obligations and changed the rights of the Choctaws. However, I do not think that is fundamental or a determining factor in this controversy, but I have never been able to understand why the court used that language. The language clearly says that

if they removed west they would lose their right to annuities. Of course, if you and I used that language between us we could only mean that if they wanted the annuities they should stay in Mississippi.

Mr. BOND. You must construe the treaty as a whole, and the treaty does not offer annuities to anyone except members of the nation, and naturally when those who remained alienated themselves from the tribe and became citizens of the Commonwealth of Mississippi they were no longer members of the nation.

Mr. MILLER. Then you take the position that those who remained in Mississippi by that act severed their relationship with the tribe?

Mr. BOND. They severed their relationship with the tribe, with the retention of a privilege. They reserved a privilege to remove to the nation west, to renounce their allegiance to the Commonwealth of Mississippi, reaffirm it to the tribe, and thereby enjoy all the rights, privileges, and immunities of tribal citizenship save to share in the annuities.

Mr. MILLER. Do you think that is what the Choctaws understood the language to mean when they had the fourteenth article written?

Mr. BOND. That was evidently what the Choctaws understood the language to mean, because the annuities were paid to the nation, and the annuities were not paid to the individuals who remained, and the individuals who remained never claimed a right to the annuities. Therefore the nation and the individuals must have understood the treaty as it was construed by the Government authorities who paid the annuities and as construed by the courts and the commission at a later date.

Mr. MILLER. I just wanted to get your ideas on that. As I said before, I do not think it is fundamental as affecting the rights of the parties at all.

Mr. BOND. You were evidently confused in attempting to ascertain what tribal annuities were. A great many people take the position that any tribal funds that are paid out to the tribe are tribal annuities.

Mr. MILLER. No; I do not think that. I put the query squarely to the department to inform us, if it could, what annuities were referred to and what they consisted of. Of course, all we had was their reply, and the subsequent course of events we know. They are of record.

Mr. CARTER. Mr. Bond, what article of the treaty is it that provides this annuity of \$20,000?

Mr. BOND. Article 17 provides for the annuities. I will read same in full:

ART. XVII. The several annuities and sums secured under former treaties to the Choctaw Nation and people shall continue as though this treaty had never been made.

And it is further agreed that the United States in addition will pay the sum of twenty thousand dollars for twenty years, commencing after their removal to the West, of which, in the first year after removal, ten thousand dollars shall be divided and arranged to such as may not receive reservations under this treaty.

The terms of the seventeenth article show that the annuity of \$20,000 was not to be paid until after their removal west, and that same was not to be paid to those receiving reservations under the treaty.

Reading further from the opinion of Judge Clayton——

Mr. MILLER. It seems to me I recall that there was due them under the former treaty a very small payment in addition to this \$20,000 a year that is provided for in this treaty.

Mr. BOND. In practically all the early treaties a provision was made for annuities, and the several annuities and sums secured under former treaties were continued under the terms of this treaty, but, as a rule, the annuities under former treaties were very small. I take it that a large annuity was paid the nation west, as before suggested, on account of its going into a new country. It was unsettled, uncultivated, and uncivilized.

Mr. MILLER. But have you ever contemplated—if there was a small annual payment in the way of annuities due—that while these who would go West would have a large acreage at their disposal, those who remained would have that which is specified in the treaty; but as an additional aid to those who remained in Mississippi, to aid them in building homes, perhaps, not having any additional aid such as the others would get who removed, they were to receive the annuities?

Mr. BOND. Mr. Miller, the people who remained, or their ancestors, had been living in practically the same section since De Soto discovered the Mississippi River. In fact, I think they should have had title to that land by the right of possession, because they did not roam and move about as other tribes did. History places them in the same locality. They were not only found there under the Spanish, but under the French, and later when those possessions passed to us. And, therefore, they had homes, they had lands in cultivation, they were in a better position to earn a livelihood for themselves and for their families than a people would who were going into an absolute wilderness and attempting to reclaim it.

Mr. MILLER. Then the position you take is that the annuities referred to were to be paid to the Indians who moved West; and that those who first remained in Mississippi and did not go West with the main body, if they subsequently removed they would then become citizens of the Choctaw Nation west, but would not participate in any distribution of annuities to the Choctaws west?

Mr. BOND. That is my contention. But I will say this, that those who did go West, I think, participated in the annuities, so far as my knowledge goes, the same as any other member of the tribe.

Mr. CARTER. You mean those that afterwards moved West?

Mr. BOND. Yes; those who afterwards moved West.

Let me leave this thought with you. If the annuity you speak of should have been paid, as you seem to suggest, to the Choctaws east as well as the Choctaws west, but was not so paid, that fact would not entitle the Choctaws to citizenship in the Choctaw Nation.

Mr. MILLER. I agree with you on that absolutely.

Mr. BOND. But it might entitle them to a suit for the annuities they were deprived of, with interest since the date they became due.

Mr. MILLER. I agree with you absolutely. That is the reason I said I did not think it was a determining factor in the query whether or not the Mississippi Choctaws were entitled to citizenship in the nation west.

Mr. RICHARDSON. Will you in your argument consider the word "lose" in that fourteenth article: whether that is not inconsistent with your idea of the right reserved to them?

Mr. BOND. Yes: Mr. Richardson, I have considered the word "lose" carefully. If you will permit me to finish reading the parts of this opinion that I desire to present I will then take up the word "lose" and argue same for you.

Reading further from the opinion:

When the fourteenth article of the treaty was framed, the negotiating parties understood that the policy of the United States was that the Choctaws were to be removed. The Choctaws, in article 3, had just agreed that they should all go. The ink was not yet dry in article 2, whereby the condition was placed in this grant to the lands that they were to live upon them or they should be forfeited, and that no privilege of citizenship could be conferred or enjoyed outside of the territorial jurisdiction of their newly located nation. Understanding these conditions the latter clause of article 14 was penned:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but, if they ever remove (that is, if they ever place themselves on the land and within the jurisdiction of the nation whereby those privileges may become operative), are not to be entitled to any portion of the Choctaw annuity."

In other words, if they ever remove, they are to enjoy all of the privileges of a Choctaw citizen except that of participating in their annuities. If this be not the meaning to be attached to the word "remove" as used in the clause of the treaty under consideration, it must be meaningless. But in the interpretation of statutes it is the duty of the court to so interpret them as to give to every word a meaning, and, in doing so, it must take into consideration the whole statute, its objects and purposes, the rights which are intended to be enforced and the evils intended to be remedied; it may go to the history of the transaction about which the legislation is had and call to its aid all legitimate facts proven or of which the courts will take judicial notice in order to find the true meaning of the word as used in the statute.

Of course the same rule of interpretation applies to treaties. Adopting these rules in the interpretation of article 14 of the treaty of 1830, I arrive at the conclusion that the "privilege of a Choctaw citizen" therein reserved to those Choctaws who shall remain, thereby separating themselves, it may be forever, from their brethren and their nation, becoming citizens of another sovereignty and aliens of their own, situated so that it would be impossible, while in Mississippi, to receive or enjoy any of the rights of Choctaw citizenship, was the right to renounce his allegiance to the Commonwealth of Mississippi, move upon the lands conveyed to him and his people, and there, the only spot on earth where he could do so, renew his relations with his people and enjoy all of the privileges of a Choctaw citizen except to participate in the annuities.

To permit men with, perchance, but a strain of Choctaw blood in their veins who, 65 years ago, broke away from their kindred and their nation and during that time, or the most of it, had been exercising the rights of citizenship and doing homage to the sovereignty of another nation, who have borne none of the burdens of this nation, and have become strangers to the people, to reach forth their hands from their distant and alien home and lay hold of a part of the public domain, the common property of the people, and appropriate it to their own use, would be unjust and inequitable.

It is, therefore, the opinion of the court that absent Mississippi Choctaws are not entitled to be enrolled as citizens of the Choctaw Nation.

Mr. MILLER. Now, can you state the further history of that case, so as to get it all together in the record?

Mr. BOND. After the rendition of that judgment it was still contended that the claimant under the fourteenth article of the treaty was entitled to citizenship in the Choctaw Nation without removal. The act of 1896 provided that—

If the tribe or any person be aggrieved with the decision of the tribal authorities or the commission provided for in this act, it or he may appeal

from such decision to the United States District Court: *Provided, however*, That the appeal shall be taken within sixty days, and the judgment of the court shall be final.

In the face of this act it was impossible to appeal, since the act of 1896 made the judgment of the United States court final.

Thereafter, in 1898, Congress passed an act, in part, as follows:

Appeals shall be allowed from the United States Court in the Indian Territory direct to the Supreme Court of the United States to either party in all citizenship cases and in all cases between either of the Five Civilized Tribes and the United States involving the constitutionality or validity of any legislation affecting citizenship or the allotment of lands in the Indian Territory, under the rules and regulations governing appeals to said court in other cases.

Under the provisions of that act the Jack Amos case was appealed to the Supreme Court of the United States. Pending the appeal of said case to the Supreme Court, numerous other cases involving questions of citizenship in various different tribes were appealed; and the court having rendered a decision in some of said cases holding that the constitutionality and validity of the act was the only thing submitted to the jurisdiction of the court, and that the court was without jurisdiction to pass upon any other matters, a great number of such cases were dismissed, among them being the Jack Amos case.

Mr. MILLER. So that the Jack Amos case was never reviewed by the Supreme Court?

Mr. BOND. No.

Mr. MILLER. That is, as to its merits.

Mr. CARTER. It was dismissed on the motion of the attorneys for the Mississippi Choctaws.

Mr. BALLINGER. And before the decision in the Stephens case was rendered.

Mr. BOND. I will say, further, that this judgment is now final, and conclusive, so far as rights to citizenship of fourteenth-article claimants are concerned, who failed to remove, and the Chickasaw Tribe of Indians, having purchased subject to that treaty, and the courts having construed that treaty, the Chickasaw Tribe of Indians are entitled to insist upon removal before their funds shall be disposed of to claimants or applicants for citizenship. Congress is without authority now to pass an act providing for the enrollment of those who do not remove unless Congress would first provide for a review of the Jack Amos case in a court of competent jurisdiction, and that court would necessarily have to reverse the Clayton decision before Congress would be warranted in opening the rolls for citizens who had not removed to the Choctaw Nation.

Mr. BALLINGER. Mr. Bond, if that decision was conclusive as to the rights of the Mississippi Choctaws, whose cases were before Judge Clayton, what have you got to say about Judge Townsend's decision, in which he held just the reverse of Judge Clayton, in the case entitled "In re Citizenship cases," decided by him?

Mr. BOND. I have one question to answer for Mr. Richardson, and I would like to dispose of it at this time, but before I have finished my argument, I will take up the Townsend decision and analyze and discuss it carefully. Now, Mr. Richardson, you asked me what construction I would put on the word "lose" appearing in the fourteenth article of the treaty. Under the rules of statutory con-

struction, treaties must be construed as a whole. The second article of the treaty provides in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live upon it. You will admit that under the language of the second article of the treaty, there was imposed upon the members of the tribe a duty to live upon the land conveyed by a patent which was subsequently issued and which contained the same language.

Now, you must construe every other article of that treaty, if possible, so as not to conflict with or destroy Article II of the treaty; and when you construe the language, persons who claim under this article "shall not lose the privilege of a Choctaw citizen, but if they ever remove, are not entitled to any portion of the Choctaw annuity," you must construe that article so as not to conflict with Article II, and when you do, you are irresistably drawn to the conclusion that that privilege which they shall not lose will not avail them anything unless they remove, because Article II says they must remove. In other words, they must live upon the land which would necessitate removal. Then, when the word "remove" is used in connection with the privilege which they shall not lose and in order to make it harmonize and accord with section 2, it necessarily follows that they must remove in order to enjoy that privilege, and in order to fulfill the terms and conditions of the patent and of Article II.

Another thought: You can not treat as redundant and reject as surplusage words that may be given a meaning in a treaty. What are you going to do with the words "if they ever remove"? Let us read that language and leave out the words "if they ever remove":

Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but are not entitled to any portion of the Choctaw annuity.

The reading of that language with those words left out says that they shall not lose the privilege. It says they shall not have any annuity, and therefore the words "if they ever remove" are treated as surplusage and redundant, and when you treat them as surplusage and redundant in the face of Article II, which says they must live upon the land, and in the face of the patent which says they must live upon the land, you violate a fundamental rule of statutory construction.

Mr. MILLER. What have you to say to this: A man claiming under Article XIV of the treaty, received 640 acres of land. He had three children over 10; they each received 320; that would be 960 plus 630, 1,600 acres of land. They all lived on it five years, and received a patent for it, then immediately removed to the Choctaw Nation West and claimed property rights in the tribe west. Could he do that?

Mr. BOND. He could do that; yes, sir.

Mr. MILLER. What would be the reason for giving him such rights as that?

Mr. BOND. The reason for giving him such rights and privileges and the right to benefits far in excess of those accorded to other members or individuals was the anxiety of the Government to remove those people from the State of Mississippi to lands west. The Government, in order to accomplish its purpose, afforded the party who was entitled to the lands mentioned by you no protection whatever in the way of restrictions. His lands were alienable; they could be sold after the required residence, disposed of, alienated; no re-

striction on alienation was imposed, and it had been the policy of the Government practically from time immemorial not to allot Indians without placing certain restrictions on alienation, and therefore, I say, the object of the Government was to remove those people West. When the Government found that they would have to move them at the point of the bayonet, as some of the records show, it then sought other means to enter into a treaty, and used sophistry and ingenuity and offered in the end land to those who remained, with the privilege of removal and placed no restrictions on the land, hoping that they would, when the five-year limit had expired, sell same and leave the State of Mississippi and remove West.

Mr. MILLER. Do you not think they may also have had in mind the Indians who moved west would never own in severalty any of the lands given to them there: simply be owned by the tribe as an entity, and they would have the right to give up and use it in common?

Mr. BOND. Well, that's rather a difficult question to answer; it's hard to anticipate what those who made that treaty and negotiated it had in their minds for the future. It was evidently their intention that those lands would be held as community lands for a number of years.

Mr. MILLER. Well?

Mr. BOND. But surely——

Mr. MILLER. The treaty says "always."

Mr. BOND. Congress contemplated some time that Indian governments in the United States should cease; that some time all Territories should become States of the Union.

Mr. MILLER. Don't think it was, then, Mr. Bond.

Mr. BOND. Why, it was only 36 years after the adoption of the treaty of 1830 until the treaty of 1866 was made, which provided for an allotment of these lands in severalty.

Mr. MILLER. Well, the only reason for my inquiry was to develop the possibility that the annuities referred to would be the thing, and all payments by the United States to the Indians west, and very likely any funds going into the hands of the United States arising from a sale or segregation or disposition of the lands west would be paid to them.

Mr. BOND. I might say further that the individuals who remained east under the fourteenth article of the treaty never asserted or attempted to assert any claim to any of the moneys for any of the sales of any of the lands west. Only seven years after the treaty of 1830 was ratified, under the treaty of 1837, the Chickasaws purchased an interest in the Choctaw country west for a consideration of \$550,000. No part of that money was claimed by those who remained east, and no claim has been asserted to this day for any of the proceeds of that sale. A portion of the lands west were ceded absolutely to the Government without a valuable consideration, but what consideration was received for the lands ceded west the Indians east never asserted a claim to and haven't to this day; but if they have any claim to the moneys derived from those lands it couldn't be reached in an action for citizenship in the Choctaw and Chickasaw Tribes, but it should be by an action in law or at equity for the specific amounts that they were entitled to, with interest from the date of the cession.

Mr. CARTER. I think a reasonable view that might—a reasonable construction or view, you might say, on that might be placed upon what was in the minds of the people who made the treaty of 1830, with reference to any future allotments granted in severalty in the western reservation—might be that the Indians at that time had no idea that they would ever be called upon to allot those lands, and that the white man knew very well that they would not be called upon in the future, but kept that fact studiously from the Indians until he got the treaty signed.

Mr. MILLER. Have you the treaty between the Chickasaws and Choctaws by which they purchased their interest?

Mr. BOND. Yes.

Mr. MILLER. I have really never seen that; I hope to put that in the record.

Mr. BOND. I will put it in the record now, if you like.

Mr. MILLER. It does not make any difference when.

Mr. CARTER. Suppose we put it in as an exhibit?

Mr. BOND. At this point?

Mr. CARTER. Suppose we take those things that are not directly involved and put them in the back part of the record as an addenda?

Mr. MILLER. That will be all right.

Mr. BOND. I will offer it later. In support of the argument I have just made, in reference to the construction of the last clause of the fourteenth article of the treaty, I desire to read from Sutherland on Statutory Construction. Volume II, second edition, at page 731:

It is an elementary rule of construction that effect must be given, if possible, to every word, clause, and sentence of a statute. Statutes should be so construed that effect may be given to all of their provisions, so that no part will be inoperative or superfluous, void, or insignificant, and so that one section will not destroy another.

If you construe the last clause of article 14 to mean that the fourteenth-article claimant is entitled to citizenship rights without removal, you absolutely destroy the language of the patent, and you absolutely destroy article 2 of the treaty, because they both provide that claimants must live upon the land.

Mr. RICHARDSON. Mr. Bond, was not the reason that that provision was put in article 2, as well as in the patent, the fact that Congress, in the spring of 1830, had passed an act relating to the giving of deeds and making treaties for Indian lands in which they had required that provision to be inserted, and in other treaties where that same clause was put in, the proviso was that the tribe—the nation or tribe—as such was the only tribe who held down that title by possession, and not the individual?

Mr. BOND. I do not know what the legislators had in mind when they placed that provision in the treaty, but the provision is there, and that provision was carried into the patent, and even if the provision did not appear in the treaty and did appear in the patent they would be bound by the terms of the patent, because they accepted the benefits under the patent and they must assume the burdens.

Now, I would like to devote some time to distinguishing cases that have been cited by counsel for proponents at this hearing and at other hearings before I was employed to represent the Chickasaw Tribe of Indians. I desire to call the attention of the committee to the case

of Oaks et al. v. United States, reported in 172 Federal, at page 305. This decision was cited by Mr. Cantwell, of counsel for proponents, and referred to by him as a very illuminating decision. I think it is very illuminating in its marked distinction from the issues before the committee, and I am very much pleased, indeed, that Mr. Miller is a member of this committee, because Mr. Miller was of counsel in this case and will readily see the marked distinction. Mr. Cantwell contends that under this decision all Indians throughout the United States are entitled to citizenship in their respective tribes, nations, or bands without removing to and establishing a residence in their nations, tribes, or reservations prior to allotment. I read from the syllabus, first section:

Originally the test of the right of individual Indians to share in tribal lands and other tribal property was existing membership in the tribe, but this rule has been so broadened by the act of March 3, 1875, and the act of February 8, 1887, and other acts as to place individual Indians who have abandoned tribal relations once existing and have adopted the customs, habits, and manners of civilized living upon the same footing in respect of this right as though they had maintained tribal relations.

Now, if it please the committee, those acts referred to are acts applicable to reservation Indians, and an examination of the Federal statutes will show that Congress in passing those acts prefaced same, showing the applicability of the statute and showing that they were applicable to reservation Indians. In determining the rights of citizenship you must look to the law of the particular tribe in question. If you desired to determine the rights of citizenship of a subject of the Czar of Russia you would look to the laws of Russia. If you desired to determine the rights of citizenship of a subject of the Emperor of Germany you would look to the laws of Germany. So if you desire to ascertain the rights of citizenship of a Choctaw citizen you must look to the laws applicable to the Choctaw Tribe of Indians. The acts of 1875 and 1887 are not applicable to the Five Civilized Tribes. Congress has always legislated specifically with reference to said tribes. The courts have never construed any of the acts at large as applicable to the Five Civilized Tribes.

And I desire further to make this distinction, and Mr. Miller will no doubt recall it to his mind after it has been made. Even in this case the court held that if a party was born without the tribe and had never had any tribal affiliation or tribal relations that then he would not come within the purview of said acts—that he must some time have had tribal affiliations—and the claimants here have never had tribal affiliations: their ancestors, who renounced allegiance to the tribe, are all dead, and the claimants were born without the tribe.

Another suggestion: The court, in rendering the opinion in the Oaks case, stated that you must first look to the allotment act under which the Indians are to be allotted, and it looked to the allotment act under which this particular band of Indians were being allotted, and it found that the allotment act did not conflict with the statutes at large, applicable to reservation Indians, and therefore found that the statutes were applicable. If you look to the allotment acts of our tribes, you will find that they all contemplate residence. The act of 1898 contemplates residence; the act of 1900 says that the fourteenth-article claimants must remove; the act of 1902 says that the fourteenth-article claimants must remove; so, even if the statutes

of 1875 and 1887 had been applicable to the Five Civilized Tribes, they would have been repealed by our allotment acts of 1898 and 1900 and 1902. I will read from a part of the opinion:

Jane Andrews and Cornelia Van Euten Bent, the remaining appellants, are daughters of Mrs. Jones by her first husband. They were born and reared in St. Paul, never were enrolled or recognized as members of the tribe, and are married to white men. After the Oakes family moved to St. Paul, Mrs. Oakes and Mrs. Jones abandoned their former tribal relations, adopted the customs, habits, and manners of civilized life, and ceased to be recognized as members of the tribe; but these visits did not occur often, and were confined to relatives. The appellants were all residents of St. Paul when the act of 1889 was passed, and shortly thereafter they asserted that they were entitled to allotments thereunder. In 1894 the names of Mrs. Oakes and Mrs. Jones were placed upon a supplemental census of White Earth Mississippi Chippewas by the chairman of the commission charged with making a census and allotments under the act of 1889, and the next year their names were dropped from the census; but the circumstances in which these acts were done are not disclosed. In 1905, before applying for allotments to specific lands, Mrs. Oakes and Mrs. Jones removed to and took up their residence upon the White Earth Reservation. Whether or not Mrs. Andrews and Mrs. Bent did likewise may be left undetermined, because, if they did, it would not help them, as will be seen presently.

* * * * *

We conclude that Mrs. Oakes and Mrs. Jones, who formerly were members of the tribe, are within the saving provisions of the acts of March 3, 1875, and February 8, 1887, and so are entitled to share in the allotment and distribution of the tribal property, the same as though they had maintained their tribal relations, but that Mrs. Andrews and Mrs. Bent, who never were members of the tribe, can not derive any benefit from any of the acts mentioned; and we reach this conclusion with greater satisfaction, because it is in accord with rulings of the Secretary of the Interior in cases which are not distinguishable from this. * * *

Citing decisions.

Another case cited by Mr. Cantwell, of counsel for proponents, as supporting the contention that the claimants were entitled to citizenship without removal, is found in 170 United States, at page 1, *New York Indians v. United States*. This case is not in point with the issues in question for the following reasons: The New York Indians composed several small bands living in different parts of the State. A treaty was made with those Indians whereby they ceded to the Government certain lands in the State of Wisconsin. The Government, in lieu of that cession, ceded those bands certain lands in the State of Kansas. There was a provision in the treaty that they were to live upon the lands in the State of Kansas, but that wasn't the sole condition precedent. There were other conditions precedent. The President of the United States was required under the treaty to notify the various bands when they were to remove and to provide for them a method and manner of removal. The Government disposed of the lands ceded in Wisconsin and attempted to claim a forfeiture of the lands in Kansas, because the New York bands had not moved to that State. The court held that the question of citizenship was not involved, held it was merely a question of whether or not there was a forfeiture, and since the Government had failed to comply with the condition precedent, it couldn't claim a forfeiture on the part of the Indians.

Mr. RICHARDSON. Mr. Bond, is that not very much like the claim of the identified full bloods whose claim was defeated by the action of the Government?

Mr. BOND. No; no analogy whatever. The rights of those people are absolutely founded on the treaty of 1830. Reading from the syllabus:

The provision in the treaty of June 15, 1838, with the New York Indians that the United States will set apart as a permanent home for them the tract therein described in what afterwards became the State of Kansas, was intended to invest a present legal title thereto in the Indians, which title has not been forfeited and has not been reinvested in the United States; and the Indians are not estopped from claiming the benefit of such reservation.

Reading from the opinion of the court:

By the third article of the treaty it was further agreed that such of the tribes of the New York Indians as do not accept and agree to remove to the country set apart for their new homes within five years, or such other time as the President may from time to time appoint, shall forfeit all interest in the lands so set apart to the United States.

Now, mark you, "or such other time as the President may from time to time appoint." A distinction is drawn by the authorities between the case of a private grantor, who may reenter in the case of a breach of a condition subsequent, and the Government, which can only possess itself of lands by legislative or judicial action. It will be observed that the forfeiture is conditional, not upon the actual removal of the Indians to the Kansas reservation, but upon their acceptance and agreeing to removal within five years, or "such other time as the President might from time to time appoint."

The difficult point in the case, in its equitable aspect, is whether the protests of the Indians and their final refusal to remove in 1846 do not estop them from claiming the benefit of the reservation made for them. This is the main defense in the case. Upon the other hand, no time was fixed by the President for their removal; no formal notice was ever given them to remove; but at various times, and particularly at the council held at Cattaraugus June 2, 1846, called by the commissioners to learn the final wishes of the Indians as to emigration, the chiefs of the four tribes present were unanimous in the opinion that scarcely any Indians who wished to emigrate remained. This action constitutes practically the only claim of forfeiture. There is no finding that the other five tribes did refuse. The practical application which counsel seek to make of this partial refusal is to justify the Government, not only in appropriating the Kansas lands, but, inferentially, in failing to make any other compensation to the Indians for the seizure and sale of the Wisconsin lands. In view of this it seems to us that to justify a forfeiture it should appear that the repudiation was as formal and broad and as unequivocal as the acceptance; that the President should have fixed a time for the removal and should at least have made a formal tender of performance.

This was simply a question of forfeiture. No question of citizenship was involved, and since the President of the United States didn't comply with the condition precedent and since five of the tribes had never expressed themselves, the court held that there was not a forfeiture; and forfeitures are not favored, and besides, the Government had received the lands belonging to the New York Indians in the State of Wisconsin in exchange for Kansas lands, and the United States couldn't have been damaged by reason of the court holding that there wasn't a forfeiture.

Mr. BALLINGER. Mr. Bond, in that same case did not the question arise as to the distribution of the proceeds, and indirectly the question as to citizenship, and did not the court hold that even Indians who had gone to Canada and gave up their allegiance to the United States were entitled to share in those funds?

Mr. BOND. The question of citizenship was not involved, and if you will examine the opinion of the court you will so find. The court so states.

And I want to say, further, that in the fourteenth article of the treaty of 1830 there is only one condition precedent, that is a condition that the claimant thereunder should remove in order to enjoy the privileges of tribal citizenship. There is no provision for notice by the President; there is no provision for notice by the tribe; there is no provision whatever as a condition precedent to be performed by the tribe or by the United States whereby the fourteenth article claimant could say, "Why, you have not performed your condition precedent, therefore you can not claim a forfeiture as against me." The cases are not analogous; they are not parallel in any respect.

(The subcommittee took a recess until 10.30 the following morning.)

SUBCOMMITTEE OF COMMITTEE ON INDIAN AFFAIRS.

HOUSE OF REPRESENTATIVES.

Saturday, August 15, 1914.

The subcommittee met at 2 o'clock p. m., Hon. Charles D. Carter (chairman) presiding.

STATEMENT OF MR. REFORD BOND—Continued.

Mr. BOND. Mr. Chairman, the case of the New York Indians *v.* The United States was originally tried in the Court of Claims, and is reported in 48 Court of Claims Reports, at page 448. The Court of Claims in rendering the opinion in that case used the following language:

This is not a question of Indian citizenship or tribal custom or communal ownership in Indian property, but is simply a question of the subject matter and purpose of a contract and of the intent of those who entered into it.

I desire now to distinguish the case of the United States *v.* The Cherokee Nation, reported in 202 United States, at page 101. In speaking of the above case Mr. Cantwell, of counsel for proponents, used the following language:

This Eastern Cherokee case in regard to the rights of the Eastern Cherokees is analogous to the rights that we are contending for to-day. In other words, the principle upon which they recovered their rights is the same principle upon which we ask these rights for the Mississippi Choctaws, except that we think our rights are very much more strictly secured by treaties than the rights which were secured to the Eastern Cherokees.

That case has no analogy whatever to the issues before the committee. It was analogous to the case of the Choctaw Nation *v.* The United States, reported in 119 United States, page 1. The Choctaw Nation in the case mentioned, under a special act of Congress, instituted suit in the Court of Claims in its behalf and in behalf of individual persons for damages done under the treaty of 1830 and for damages arising from other causes. The question of citizenship was not involved in the proceeding in any manner whatever. The case of the Cherokee Nation *v.* The United States, above referred to, was an action brought under a special act of Congress for the

purpose of recovering damages for the Cherokee Nation and for the eastern bands of Cherokees, by reason of a breach of the treaty of New Echota, and for damages for other causes. The act conferring jurisdiction on the Court of Claims reads, in part, as follows:

Jurisdiction is hereby conferred upon the Court of Claims to examine, consider, and adjudicate, with the right of appeal to the Supreme Court of the United States by any party in interest feeling aggrieved at the decision of the Court of Claims, any claim which the Cherokee Tribe or any band thereof arising under treaty stipulations may have against the United States.

The act further provides:

And said section shall be further so construed as to require that both the Cherokee Nation and said Eastern Cherokees, so called, shall be made parties to any suit which may be instituted against the United States under said section.

And it further provides:

If said claim shall be sustained, in whole or in part, the Court of Claims, subject to the right of appeal named in said section, shall be authorized to render judgment in favor of the rightful claimant, and, also, to determine as between the different claimants to whom the judgment so rendered equitably belongs, either wholly or in part, and shall be required to determine whether for the purpose of proceeding under said claim the Cherokee Indians who remained east of the Mississippi River constitute a part of the Cherokee Nation or of the Eastern Cherokees, so called, as the case may be.

A petition was filed on behalf of certain Eastern Cherokees living east of the Mississippi asserting their claim to a pro rata share of that portion of the removal or subsistence fund improperly taken by the United States from a \$5,000,000 fund on account of the removal of the Eastern Cherokees, the said \$5,000,000 fund being an interest-bearing fund in the hands of the United States as trustee, and representing the money paid by the Government to the Eastern Cherokees from the sale of their lands in North Carolina, Georgia, and Tennessee, or east of the Mississippi River.

Now, if the committee please, the petition in the case, the statement of the case by the court, and the entire facts show that the eastern bands of Cherokees were not claiming the proceeds from the sale of any lands west of the Mississippi River, but were claiming the proceeds or funds derived from the sale of lands east of the Mississippi when the entire tribe resided east of the Mississippi; and, as a matter of fact, at that time both the Eastern and Western Cherokees owned the property jointly and naturally would be entitled to share jointly in the funds. It is not in point with the case before the committee, because the Eastern Choctaws are attempting to claim moneys derived from the sale of lands, not east of the Mississippi, but west of the Mississippi and in the Choctaw Nation, and to which they have no right or title. They refused to remove and assume the burdens and responsibilities of Choctaw citizenship and elected to remain in Mississippi and elected to receive their share of the estate in said Commonwealth. I read from the opinion of the court:

As to those Cherokees who remained in Georgia and North Carolina, in Alabama and Tennessee, they owe no allegiance to the Cherokee Nation and the nation owes no political protection to them; but they, as the communal owners of the lands east of the Mississippi at the time of the treaty of 1835, were equally interested with the communal owners who were carried to the west in the \$5,000,000 fund which was the consideration of the cession so far as it was to be distributed per capita.

Reading further from the opinion:

As to these eastern nonresident Cherokee aliens, the nation acted simply as an attorney collecting a debt: in its hands the money would be an implied trust for the benefit of the equitable owners.

There is a case, however, entitled "The Eastern Band of Cherokee Indians *v.* The United States and the Cherokee Nation," which is analogous to the issues being considered by the committee. That case is reported in the One hundred and seventeenth United States, page 288.

I will now read the committee what Judge Clayton said with reference to the case last cited:

The Eastern Band of Cherokees, now residing in North Carolina, sustained a relationship to the Cherokee Nation almost identical to that sustained by the Mississippi Choctaws to the Choctaw Nation. Like the Mississippi Choctaws there were some among them who were averse to moving to their new country west of the Mississippi River. Provisions were made for them by the treaty of New Echota (the treaty of 1835), between the Cherokee Nation and the United States, similar to those with the Choctaws by the treaty of 1830. When the Cherokee people moved to the present home of the Cherokees, these remained behind in North Carolina, where they have ever since resided. Like the Choctaw treaty of 1830, the treaty of New Echota provided that their lands should be ceded to them and their descendants etc. The Cherokee Nation, by virtue of a treaty with the United States, afterwards sold some of these lands. The Eastern Band of Cherokees, in North Carolina, unlike their Mississippi Choctaw brethren, promptly demanded their pro rata of the proceeds of this sale, and, upon being denied, at once sought and obtained permission of the United States to sue the Cherokee Nation in the Court of Claims for this money; and also, in the same suit, to sue for another fund which was created by the treaty of New Echota, consisting of certain annuities in the sum of \$214,000, of which the Eastern Band of Cherokees claimed a pro rata share. The suit was brought, and the Court of Claims, in a very elaborate and learned decision, decided against the right of the Eastern Band of Cherokees to recover, upon the ground that those Cherokees, by the act of remaining in North Carolina, had alienated themselves from the Cherokee Nation to such an extent that they could not claim any of the rights of a Cherokee citizen without moving into the Cherokee Nation and there being readmitted in accordance with the constitution and laws of that nation.

Judge Clayton was of the opinion that the case last cited was in point, and it can clearly be seen that the case first cited is not in point. In fact, the two cases do not deal with the same question, and the issues involved in each are entirely different; otherwise it would have become necessary for the court to have either reversed itself or distinguished the cases, one from the other. A marked distinction, one of compelling force and decisive of the question, is the fact that under the twelfth article of the treaty of 1835 the Cherokees who remained east were expressly permitted to share in the communal fund above mentioned. In the one case the eastern Cherokees had an interest because they were members of the tribe when the lands were disposed of, in the other case they had refused to remove and had thereby forfeited their right to share in the proceeds from the sale of lands west.

We find in the opinion of the court the following language used:

Their claim, however, rests upon no solid foundation. The lands from the sales of which the proceeds were derived belong to the Cherokee Nation as a political body and not to its individual members. They were held, it is true, for the common benefit of all the Cherokees, but that does not mean that each member had such an interest as a tenant in common that he could claim a pro rata proportion of the proceeds of sales made of any part of them. He had

a right to use parcels of the lands thus held by the nation subject to such rules as its governing authority might prescribe, but that right neither prevented nor qualified the legal power of that authority to cede the lands and the title of the nation to the United States.

Reading further from the opinion of the court:

The Cherokees in North Carolina dissolved their connection with their nation when they refused to accompany the body of it on its removal, and they have had no separate political organization since. They have never been recognized as a separate nation by the United States. No treaty has been made with them. They can pass no laws. They are citizens of that State and bound by its laws.

Reading further from the opinion of the court:

The claim now presented by the Cherokees of North Carolina to a share of the commuted annuity fund of \$214,000 and of the fund created by sales of lands west of the Mississippi ceded to the Cherokee Nation, resting as it does upon the designation in the treaties of the lands originally possessed by the Cherokees and ceded to the United States or subsequently acquired by them from the United States, as the common property of the nation or as held for the common use and benefit of the Cherokee people, has no substantial foundation. If Indians in that State or in any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as there provided. They can not move out of this territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefit of the funds and common property of the nation. This fund and that property were dedicated by the constitution of the Cherokees and were intended by the treaties with the United States for the benefit of the united nation and not in any respect for those who had separated from it and become aliens to their nation.

If it please the committee, it seems to me that counsel representing thousands of claimants, having contracts for fees estimated in the millions, evidently gave the subject sufficient consideration to ascertain that there were two cases, one reported in 117 United States and one reported in 202 United States, involving the rights of the Eastern Cherokees, and evidently he had sufficient legal ability to know that the case reported in 117 United States was analogous in many ways to the case before the committee, and to know and realize that the case reported in 202 United States is not analogous and not parallel to the issues involved before the committee. And yet we find counsel citing for the benefit of this committee the case reported in 202 United States and remaining as silent as a sphinx so far as the case reported in 117 United States is concerned. The Choctaw Council passed an act in 1895, which act appears in the brief prepared by counsel for the Choctaw Nation, and according to the terms and conditions of that act a limitation was placed upon the time in which the fourteenth article claimants of the treaty of 1830 could remove to the Choctaw Nation west, establish a residence and claim citizenship. Consider that act of the Choctaw Council in connection with the case reported in 117 United States and you have a parallel case in almost every respect, because that case was decided upon the constitution of the Cherokee Nation, which provided that the Eastern Cherokees or any other members of the Cherokee Nation, in order to have and maintain citizenship in that nation, must reside therein. Counsel for proponents of the bill no doubt will argue that the treaty of New Echota was silent on the question of removal; that the treaty of 1830 provided that persons who claimed under this article shall

not lose the privilege of a Choctaw citizen, and will contend that therefore there is a marked distinction between the Eastern Cherokee case and the issues involved before this committee. But I say to you, gentlemen, that the fourteenth article of the treaty provided that in order to enjoy citizenship they must remove and therefore we have a stronger case than the case of the Eastern Cherokees, where the treaty was silent as to removal. It will be contended further by counsel for proponent that we were without authority to pass an act of the character above referred to. Our reply to that, gentlemen, will be that the courts have held that removal was necessary; that there was a limitation in the act of removal which limited it to the persons who claimed under that article that the Choctaw Tribe of Indians waived that limitation and permitted not only the persons but the heirs to come, and therefore the Choctaws had a right to place a limitation upon the coming of the heirs on condition that that limitation be reasonable. And we contend that under all the circumstances and conditions the limitation placed by the Choctaw Council was a reasonable limitation.

Mr. RICHARDSON. Mr. Bond, do you think that Judge Clayton's opinion in the case of E. J. Horne, in which he held that the Mississippi Choctaws could come to Oklahoma at any time before filing application under the act of June 10, 1896, was correct or incorrect?

Mr. BOND. The act of June 10, 1896, reads, in part, as follows:

That in determining all such applications said commission shall respect all laws of the several nations or tribes not inconsistent with the laws of the United States and all treaties with either of said nations or tribes, and shall give due force and effect to the rules, usages, and customs of each of said nations or tribes.

We contend that under that provision due force and effect should have been given to this act of the Choctaw Council unless it conflicted with some treaty provision, as the act also provided that due respect shall be given all treaties. The act does not conflict with the treaty, because the treaty provided for removal, and the act simply fixes the limitation for removal. And, in our judgment, it could have been easily determined and held by a court that the fourteenth article claimants were barred by the act of the Choctaw Council. However, it appears that this question has never been considered by the courts, and the case referred to by you as the Horne case does not disclose the fact as to whether or not the claimant removed to the Choctaw Nation west prior or subsequent to the act of the Choctaw Council above referred to. It is very evident that he was a resident of the Choctaw Nation west at the time the act of council above referred to was adopted, as it did not become necessary for the court to consider the act of the Choctaw Council in arriving at a conclusion in the case.

Mr. RICHARDSON. In that connection, Mr. Bond, let me call your attention to this fact: That in the E. J. Horne case the question was raised whether the act of the Choctaw Council of November 5, 1886, barred him from his enrollment and the court said in its opinion, holding that it did not bar him:

By the fourteenth article of the treaty between the Choctaw Nation and the United States, negotiated on the 27th day of September, 1830, as interpreted by this court in the aforesaid case of Jack Ames *et al.* v. The Choctaw Nation, all Mississippi Choctaws and their descendants were entitled, upon their removal

to the Choctaw Nation, to all the privileges of a Choctaw citizen, except to the right to participate in their annuities. This right of citizenship being conferred by the treaty, no law afterwards enacted by the Choctaw Council can deprive them of that right, because it would be in conflict with the treaty, which confers that right to them and their descendants, without reference to the quantity of Indian blood. If they are descendants of Choctaw ancestors, it is sufficient. As to them therefore the law does not apply.

Mr. BOND. In the E. J. Horne case the act of the council I refer to was not considered. The court considered the act of 1886, and was correct in holding that said act was in conflict with the treaty, because it attempted to fix the quantity of blood necessary for citizenship. The act of 1895 fixed a limit within which fourteenth article claimants should remain, and if the time fixed was reasonable the act was valid.

It is true, Mr. Richardson, that no act of the Choctaw Council could deprive them of a right acquired under the treaty, but the act in question did not deprive them of any right. The act in question did not attempt to repeal or abrogate any provision of the treaty. The act in question simply put in force the statute of limitation and started it running.

I now desire to call the committee's attention to the ex parte opinion delivered by Judge Townsend. As a rule, I am opposed to arguing ex parte opinions or dissenting opinions, because neither have very much weight with the courts, but Mr. Ballinger seems to be possessed with a burning desire to have the Judge Townsend opinion discussed and analyzed, and before I attempt an analyzation or discussion of the opinion I would like to draw a picture of Judge Clayton and of Judge Townsend—that is, a mind's picture. Judge Clayton regarded the law as a jealous mistress. He worshipped for more than two-quarters of a century at the shrine of justice, and in his early manhood was regarded as one of the strongest and one of the ablest lawyers at the bar of Arkansas. After his appointment to the Federal bench in the Indian Territory he was regarded as one of the most eminent judges in that Territory. It is a well-known fact that he was reversed less than any other judge within that jurisdiction. Judge Townsend, while an elegant gentleman and a big-hearted man, had only devoted a few years to the practice of law when he entered politics. He remained in politics for a number of years and then engaged in the mining business. After having followed that avocation for a number of years he was appointed to the bench in the Indian Territory as the compliment of a college chum. While he was an honest judge, he did not have the legal training that Judge Clayton had. While he was a good man, he did not have the legal mind that Judge Clayton had developed through long years of legal work, both at the bar and on the bench. Any lawyer has but to read the opinions of the two judges in this particular case to determine that fact. Hearsay evidence is seldom admissible.

Mr. RICHARDSON. Mr. Bond, if I may interrupt you: If the facts with relation to these judges be true, why was it that the Choctaw and Chickasaw Nations complained so bitterly of their decisions in the citizenship cases and their inaccuracies that they insisted upon and secured the appointment of a Choctaw and Chickasaw citizen court which proceeded to review and reverse their decisions in the matter of several thousand cases?

Mr. BOND. Because, Mr. Richardson, the courts were overworked. Their dockets were so congested that they did not have the time nor the opportunity to give these cases their personal supervision and they were tried largely by masters. Many names crept into those cases by interpolation. In those days lawyers were not as numerous in Oklahoma as in some other States. The attorneys of experience and ability were busy practicing at the bar. The young men just entering the practice were often given a master's duty, and it might be possible that they, through some misunderstanding of the law, allowed error to creep into the record. You well know, as a lawyer, that when a master makes a report to a busy court the report is generally accepted without much ceremony, and further, very few, if any, Mississippi Choctaws were involved in those court decisions; and if I am correctly informed, none of the clients that you represent were involved in any case in the Federal court in the Indian Territory.

Mr. RICHARDSON. It has been my understanding that these cases were not reversed on the facts in each case, but on generic and jurisdictional questions affecting all those questions which were erroneously decided by Judge Clayton and Judge Townsend.

Mr. HURLEY. If Mr. Bond will permit me to answer that question?

Mr. BOND. Certainly, Mr. Hurley.

Mr. HURLEY. As a matter of fact, the judgments to which I believe you are referring now are judgments which were found to be a nullity because of the lack of original jurisdiction. The Dawes Commission had stricken certain names from the rolls under the act of June 10, 1896, and the applicant whose name was stricken appealed to the United States court, and it was afterwards determined that the commission had no power under that act to strike any name from the roll, and consequently an appeal from a commission that had no jurisdiction conferred no jurisdiction upon the court, and those judgments were not set aside by reason of any finding of fact in the case, but because of the fact that the court had no jurisdiction; there was a lack of original jurisdiction.

Mr. RICHARDSON. I was referring to the decision of the citizenship court in what is known as the Court Claimants case, in which one of the general questions involved was the failure to make the chiefs of both tribes parties to the case.

Mr. HURLEY. If you will read the decision in the Eliza West case and the opinion of the Attorney General in that case, you will, I believe, arrive at a clear understanding of what was considered the basis for setting aside those decisions. It has been argued by the proponents of this bill and for the opening of the roll that they were set aside merely on the ground that while the citizenship asked for was citizenship in both the Choctaw and Chickasaw Nations, the chief or governor of but one tribe had been served in the suit, but underlying all of that was the controlling fact that in the cases which were appealed from the Dawes Commission under the act of 1896 there was a lack of original jurisdiction and the judgment of the court based on such an appeal was therefore a nullity.

Mr. BOND. Perhaps I misunderstood your question. I had just paid a just eulogy to Judge Clayton's legal ability, and I understood you to ask why so many errors should creep into these cases with such an eminent judge on the bench.

Mr. RICHARDSON. My suggestion was developed by the difference in the attitude which you as tribal attorney are now taking in regard to Judge Clayton from what was urged here in 1901 and 1902 by the Choctaw and Chickasaw Nations, that many errors had been committed by the very judge you now eulogize.

Mr. BOND. I think I can make that matter perfectly clear by simply referring you to the act of Congress of 1902. The contention made by counsel who were formerly representing the Choctaw and Chickasaw Nations is set forth in section 31 of said act, which reads in part as follows:

It being claimed and insisted by the Choctaw and Chickasaw Nations that the United States courts in the Indian Territory, acting under the act of Congress approved June 10, 1896, have admitted persons to citizenship or to enrollment as such citizens in the Choctaw and Chickasaw Nations, respectively, without notice of the proceedings in such courts being given to each of said nations; and it being insisted by said nations that, in such proceedings, notice to each of said nations was indispensable, and it being claimed and insisted by said nations that the proceedings in the United States courts in the Indian Territory, under the said act of June 10, 1896, should have been confined to a review of the action of the Commission to the Five Civilized Tribes, upon the papers and evidence submitted to such commission, and should not have extended to a trial de novo of the question of citizenship; and it being desirable to finally determine these questions, the two nations, jointly, or either of said nations acting separately and making the other a party defendant, may, within 90 days after this agreement becomes effective, by a bill in equity filed in the Choctaw and Chickasaw citizenship court hereinafter named, seek the annulment and vacation of all such decisions by said courts.

That is evidently the act you had in mind when you asked me the question; and after reading the act I have nothing to retract, because you, as a lawyer, know that any judge is apt to commit error. If it were not for error, appellate courts would be useless institutions. If it were not for the right of appeal and the possibility of reversal, the practice would not be so remunerative. I have never, to my knowledge, practiced before a corrupt judge; yet I do not put any man above error. To err is human; and while those cases were reversed on errors of law, thereafter they were heard on their merits.

I desire to call your attention to the fact that in construing the clause, "Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuities." Judge Townsend violated two fundamental rules of statutory construction. The first rule of construction violated was that he treated as redundant and rejected as surplusage the words "if they ever remove," and he did that in direct violation of a well-established principle of statutory construction that has been recognized by all the writers and by all the decisions.

Another rule of statutory construction. The second article of the treaty of 1830 provides in part as follows:

In fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it.

This provision in the treaty provides that they must live upon the land in order to retain title thereto. The provision with reference to removal must be construed so as to harmonize with section 2 and not destroy the force and effect thereof, if possible. Judge Clayton construed those two sections so they harmonized absolutely. Judge

Townsend has construed them so that the fourteenth article of the treaty is in absolute conflict with the second article of the treaty. In fact, Judge Townsend paid no attention whatever to statutory construction and did not attempt to explain why he did not make an effort to apply the rules of statutory construction to article 2 and article 14 of the treaty.

Judge Townsend's construction of the treaty of 1866 is in conflict with the opinion of every court and every commission which has ever attempted to pass upon that treaty. I will read you his language:

When it was supposed that the lands would be allotted in severalty under the treaty of 1866, it was expressly provided that notice should be published in the papers of several States that absent Choctaws and Chickasaws might come in and obtain the benefits of the allotment, and absentees were to be allowed five years to occupy and commence improvements; and all that was necessary was to satisfy the register of the land office that that was their intention. The allotment did not take place; but if they had not come in, they were only to lose their allotment of land; it did not make them any the less Choctaws or Chickasaws or members of the Choctaw or Chickasaw Tribes.

It has been said that they could not be put upon the roll as citizens and members of those tribes unless they lived upon the land within the Choctaw or Chickasaw Nation. I submit that the action of the Choctaw and Chickasaw Nations themselves when making the treaty of 1866 does not bear out the view; and if they were Choctaws and Chickasaws in 1866, what has occurred to change their relations to those tribes? I have heard of nothing whatever.

It is said the land was held in common, and certainly some of the tenants in common in possession could hold the possession for all their cotenants in common.

As I have said before, it has been recognized by everyone that when the Congress and the Indians made the treaty of 1866 they simply provided for notice in the article just read in order that the Indians who were living in other States might avail themselves of the privilege under the fourteenth article of the treaty to disaffirm their allegiance to those States and to reaffirm it to the Choctaw Nation and become citizens of that nation.

MR. CARTER. Mr. Bond, have you there that provision of the treaty of 1866?

MR. BOND. I think Mr. Hurley offered in evidence that provision of the treaty of 1866, did you not, Mr. Hurley?

MR. HURLEY. Yes, sir.

MR. BOND. Now, he says that the land was held in common. The Supreme Court of the United States has held that under the treaty of 1830 we did not hold our lands in common. While the court does not say that we absolutely held them in common in 1855, it intimates that since that treaty they were held in common. I will read you the decision in the case of *Fleming v. McCurtain*, reported in two hundred and fifteenth United States, page 56:

The grant in letters patent, issued in pursuance of the treaty of Dancing Rabbit Creek of September 27, 1830, conveying the tract described to the Choctaw Indians in fee simple to them and their descendants to inure to them while they should exist as a nation and live thereon, was a grant to the Choctaw Nation, to be administered by it as such: it did not create a trust for the individuals then comprising the nation and their respective descendants, in whom as tenants in common the legal title would merge with the equitable title on dissolution of the nation.

It even goes so far as to hold that on the dissolution of the nation that the legal title would not even then merge with the equitable and result to the benefit of the descendants as tenants in common.

The Supreme Court of the United States likewise held in *One hundred and seventeenth United States*, page 308, that the title vested in the Cherokee Nation was not a title held in common, and the Cherokees held title the same as the Choctaws. The court used the following language:

They were held, it is true, for the common benefit of all the Cherokees, but that does not mean that each member had such an interest as a tenant in common that he could claim a pro rata proportion of the proceeds of sales made of any part of them.

I will read again from *Two hundred and fifteenth United States*, which suggests that under a later treaty it is quite possible that our lands are held in common:

But these allegations make out no case for the plaintiffs. It is said that the statutes recognize individual rights as already existing. It is true that by a treaty of June 22, 1855, the United States guaranteed the lands "to the members of the Choctaw and Chickasaw Tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal, undivided interest in the whole" with provisos. But the plaintiffs do not claim under this treaty or mention it in their bill or a treaty of April 28, 1866, by articles 11-36, of which the change from common to individual ownership was agreed, and it was provided that unselected lands should "be the common property of the Choctaw and Chickasaw Nations in their corporate capacities."

If the committee please, every court that has ever passed upon this question under the treaty of 1830 and every court that has ever passed upon like treaties has held that it is communal property; that it is not held in common; that individual Indians could not maintain a suit in partition for their interest; that they have not such a vested right as could be adjudicated and determined in the courts; and that the property is in the tribe entirely.

Now, just one other point with reference to the Townsend case——

MR. CARTER. What did Judge Clayton say about the treaty of 1866, if anything?

MR. BOND. Judge Clayton held that after the treaty of 1855 the land was held in common, and said that the treaty of 1866 provided for removal as a condition precedent to Choctaw citizenship. I read from his opinion:

The counsel for the claimants lay considerable stress on the effect of the provisions of article 13 of the treaty of 1866 between the United States and the Choctaw Nation.

By the eleventh and twelfth articles of that treaty a scheme was devised by which the lands of the Choctaw and Chickasaw Nations were to be surveyed and divided and allotted to the individual Indians, provided the councils of the respective nations should agree to it, which, however, they have refused to do. A land office was to be established at Boggy Depot, in the Choctaw Nation. When all of the surveys were completed maps thereof were to be filed in the said land office, subject to the inspection of all parties interested, and immediately thereafter notice of such filing was to be given for 90 days calling upon all parties interested to examine said maps, to the end that errors in the location of occupancies, which were to be noted on the maps, might be corrected. Then followed article 13 of the treaty, which is as follows:

"ART. 13. The notice required in the above article shall be given, not only in the Choctaw and Chickasaw Nations, but by publication in newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw Nations may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be per-

mitted to select for him or herself or others as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention, or the intention of the party for whom the selection is to be made, to become a bona fide resident in the said nation within five years from the time of selection; and should the said absentee fail to remove into said nation and occupy and commence an improvement on the land selected within the time aforesaid the said selection shall be canceled, and the land shall thereafter be discharged from all claim on account thereof."

From an examination of this article of the treaty it will be seen that the Choctaws and Chickasaws recognized the right of absent members of their nation to participate in the allotment and the subsequent ownership of their lands to the same extent as they themselves enjoyed, but on conditions, however, first, that they should satisfy the register of the land office of their intention to become bona fide residents in the said nation within five years from the time of said selection; and, second, that within the said five years they should actually remove into the said nation (here is a statute of limitation); and third, that within the said five years they should occupy and commence an improvement upon the selected lands.

It will be observed that this latter clause imposes a condition on absent Indians nowhere required of the resident ones by any clause of the treaty. They were required to move into the country and show their good faith and their intention to remain bona fide citizens of the nation by actual occupancy of the land and an expenditure of money in its improvement. The notice was to be given them in order that they might have an opportunity of removing into the nation and there residing and resuming their rights as citizens: but care was to be taken and safeguards provided by which their removal was to be actually had, and that it was to be done in good faith. First, the register of the land office was to be convinced, by such proof as might satisfy him, of the intention of the absent Indians to become a bona fide resident of the nation before he was allowed to make a selection; and second, that was to be followed by an actual occupancy and improvement of the land, and if he failed in this it worked a forfeiture of his rights. Nowhere within the whole treaty is any right recognized or conferred on an absent Indian, except on the condition that he shall remove into the nation, and the right is not to be consummated or enjoyed until after actual removal. No treaty or act of the Choctaw Council or of any officer of the Choctaw Nation since the treaty of 1830 can be cited, or at least I have not found them, whereby any right or privilege has been conferred, granted, or recognized in or to a Mississippi Choctaw so long as he shall remain away from his people, but there are an infinitude of such acts and conduct granting and recognizing such right and privileges to him after he shall have removed.

The provisions of the treaty of 1833, so far from being an authority in favor of the contention of claimants, seems to me to be strongly against them.

Judge Townsend's opinion is entitled "In re Indian citizenship cases," and it is found in the Sixth Annual Report of the Commission to the Five Civilized Tribes, at page 109. It bears this certificate:

I, C. M. Campbell, clerk of the United States court within and for the southern district of the Indian Territory, do hereby certify that the annexed and foregoing is a true, perfect, and literal copy of the general opinion of the Hon. Hosea Townsend, judge of the United States Court of the Southern District of the Indian Territory, filed in my office.

Now, mark you, a "literal copy of the general opinion." That bears out the hearsay doctrine that I attempted to refer to a few minutes ago. I was at college at the time this opinion was rendered, but I have been told that the opinion was handed down in the law office of Furman & Herbert: that no case was under consideration; that some of the lawyers representing citizenship cases and some representing the nation desired the opinion of Judge Townsend on certain citizenship questions, and that this was the general opinion handed down to them in the law office above referred to, no particular case being under consideration. I think the record bears out my

hearsay contention. But, be that as it may, Judge Townsend did not remain of that opinion. I refer to a case tried by Judge Townsend and reported in volume 4, Indian Territory Reports, at page 214.

Mr. CARTER. What is the case?

Mr. BOND. The case is entitled "*Ikard v. Minter.*"

Mr. RICHARDSON. What is the date of the delivery of the opinion?

Mr. BOND. The opinion was delivered September 25, 1902. Judge Townsend was the trial judge. The case was appealed and affirmed by the appellate court. I will read you from the syllabus:

Showing that he was a Mississippi Choctaw was not sufficient, for prior to 1898 the Mississippi Choctaw not then on the regular roll of the Choctaw Nation could not hold lands in the Choctaw Nation, but had only the right to go before the Commission to the Five Civilized Tribes and make the necessary proof, securing his enrollment under the act of Congress of June 28, 1898, and the act of Congress of May 31, 1900.

Judge Townsend evidently had a change of heart and he evidently had a change of mind, because he says that they, the Mississippi Choctaws, had no right until 1898, and in this general opinion entitled "*In re Citizenship cases,*" he says that they were Choctaw citizens all the time, and that he had heard of nothing that prevented them from being Choctaw citizens. Now, let us read further from Judge Townsend's own language, not from the appellate court affirming him. On page 221 he says:

The COURT. I recollect a little about it, because when I wrote the general opinion that I gave in these citizenship cases I went through every treaty from 1784 down, and read every one of them, and at that time I was pretty familiar with it, but I have been annoyed so much in trying lawsuits since that time that I have nearly forgotten everything I knew of that question. But my recollection at that time there were conditions; they had got to sell their lands and come to this country; and that this provision in the Curtis Act is the first provision giving that recognition.

Now listen:

They had got to sell their lands and come to this country.

Judge Townsend's language verbatim! Evidently, gentlemen of the committee, he had just left his mining interests in Colorado when he handed down that general opinion. In 1900 or 1902 he had been on the bench for three, four, or five years, and his early legal training was evidently coming back to him. Yet you gentlemen tout "*In re Citizenship cases*" as being an opinion of the court. If it had been an opinion in a case on trial, and it was not, he would have reversed himself after a more careful and deliberate consideration, as is shown by the opinion in the *Ikard-Minter* case. Why, Mr. Ballinger says that after that "*In re Citizenship*" case opinion was rendered by Judge Townsend attorneys visited the Indian Committees of Congress and so impressed them with that opinion that they had an act passed in 1897 requiring the commission to report as to the rights of the Mississippi Choctaws. The act reads as follows:—

That the commission appointed to negotiate with the Five Civilized Tribes in the Indian Territory shall examine and report to Congress whether the Mississippi Choctaws, under their treaties, are not entitled to all the rights of Choctaw citizenship, except an interest in the Choctaw annuities.

I will read in part from the report of the commission, in compliance therewith, and contained in House Document No. 274, second

session of the Fifty-fifth Congress. It is very elaborate, and I will read only a few short passages:

The Mississippi Choctaws are the descendants of those Choctaw Indians who declined to remove to the Indian Territory with the tribe under the provisions of the treaty made with the United States September 27, 1830. * * *

They claim the right to continue their residence and political status in Mississippi as they and those from whom they descended have done for 65 years, and still are entitled to enjoy all the rights of Choctaw citizenship, except to share in the Choctaw annuities. * * *

What their political status is in the State of Mississippi is defined in the fourteenth article of the treaty. Their ancestors, each, was to signify, within six months after the ratification of the treaty, his desire to remain and become a citizen of the States, which would entitle them to 640 acres of land and a less amount to each member of his family, and after a residence on the same of five years, with intent to become a citizen, are then entitled to a patent in fee, and are thereby made citizens of the States. Their ancestors having done this, they claim, under the concluding clause of said article, that their ancestors could and they now can continue such citizenship and residence in Mississippi and be still entitled to all the rights of a Choctaw citizen in the tribal property of said nation in the Indian Territory, except their annuities. This clause, upon which the claim rests, is in these words:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuities."

But this construction is in direct conflict with the very purpose for which the treaty was made, and with the nature of the title to the lands in the Territory secured to the Choctaws by it, and to the whole structure and administration of their government ever since under it. * * *

There can be no longer doubt that the present title is in the members of the tribes alone, and that the United States has pledged itself to so maintain it, and that it so does, in the belief of both parties to the treaty that such was the title from the beginning. No man can, therefore, as the title now stands, have any interest in these lands unless he is a member in one of these tribes.

Now, it has been a law of the Choctaw Nation from the beginning of its existence, recognized by the Supreme Court and by Congress, that no man can be a citizen of that nation who does not reside in it and assume the obligations of such citizenship before he can enjoy its privileges. To "enjoy the privileges of a Choctaw citizen" one must be a Choctaw citizen. * * *

This historical review of the acquisition of this territory by the Choctaw Nation, and its subsequent legal relations to it, makes it clear, in the opinion of this commission, that the Mississippi Choctaws are not, under their treaties, entitled to "all the rights of Choctaw citizenship except an interest in the Choctaw annuities," and still continue their residence and citizenship in the State of Mississippi.

Then the commission concludes its opinion with this statement:

In conclusion, it seems to the commission that the importance of a correct decision of this question, both to the Mississippi Choctaws and to the Choctaw Nation, justifies the provision for a judicial decision in a case provided for that purpose. They therefore suggest that in proper form jurisdiction may be given the Court of Claims to pass judicially upon this question in a suit brought for that purpose by either of the interested parties.

The CHAIRMAN. When was that decision rendered?

Mr. BOND, January 28, 1898. Now, gentlemen of the committee, time and again I have heard from the floor of the House and from the floor of the Senate that the provision in the act of 1900 and in the agreement of 1902 providing for the removal of the Choctaw before he should enjoy Choctaw citizenship was simply put over by designing parties, and that certain Members of the House and of the Senate had no idea that such provisions were being injected into the act or into the agreement. And you gentlemen have heard the same argument.

Where were the distinguished gentlemen of intellectual excellence when the act of 1897 was passed calling for this report? Where were the gentlemen of sophistry and ingenuity and fine debating qualities when this report was filed as a House document? If the gentlemen of legal attainments were not satisfied with that document, why did not they ask that it be submitted to the Court of Claims, with a right of appeal to the Supreme Court of the United States, as suggested by the commission? Tell me that they did not know that there was going to be a provision placed in the act of 1900 and the agreement of 1902 that the Choctaw must remove before he could enjoy citizenship, in the face of the Jack Amos case and in the face of an exhaustive opinion filed as a House document. Congress took the view that Judge Clayton rendered a just and fair decision. Congress took the view that Judge Clayton's construction of the fourteenth article of the treaty was correct, because Congress did not refer this question to the Court of Claims as suggested by the commission, but passed an act providing that the Mississippi Choctaws should have a certain time within which to remove. Congress acted with full knowledge and with full information with reference to all these facts. This entire document, consisting of several pages, deals with practically but one question, and that is the question of removal, and yet that is the question which was supposedly put over without the knowledge of certain Members of Congress.

Let us see what Mr. Cantwell has to say about the legislation which grew out of this report. I read from page 11 of the hearing before the subcommittee last session:

The statement I desire to make is made in behalf of several thousands of claimants to rights in the Choctaw and Chickasaw Tribes, whose rights, I undertake to show by record evidence, have been recognized by Congress, but the recovery of whose rights has been defeated and the rights practically nullified by the enactment of legislation at the instigation of interested persons for selfish ends.

I believe I can show that this was accomplished by a conspiracy, and that the powers of the United States Government have been usurped by the conspirators.

Reading further from Mr. Cantwell's statement, on page 50:

It is not conceivable, because McMurray smuggled through Congress, in 1902, an agreement between himself and the officers of the Dawes Commission, who were absolutely ignorant of the effect of the agreement, that this agreement in any way binds Congress so as to prevent it from righting those wrongs, or that Congress intended, by this smuggled act, to change its policy.

And mark you, Mr. Cantwell bases practically his entire argument on one question, and that is that under the fourteenth article of the treaty of 1830 the Mississippi Choctaw has the full right to citizenship, has the full right to share in the distribution of tribal funds and properties without removal, and it is evident that Congress, having before it the report above referred to, acted advisedly.

Now, let us go further and see what Mr. Cantwell has to say about the citizenship court.

McMurray successfully invoked the power of Congress to destroy rights fully vested by the solemn final judgments of United States circuit courts by securing in an unguarded hour the creation of that judicial monstrosity, the citizenship court.

It has been argued by Mr. Cantwell, not only at this hearing but at other hearings, that the act creating the Choctaw citizenship court absolutely nullified and abrogated every judgment that had been

rendered by the United States courts in the Indian Territory. I have argued before that Congress can not nullify judgments; that Congress can not grant a new trial; that Congress can not abrogate a decree. I desire to offer now the decision rendered by the Supreme Court of the United States in the Wallace-Adams case, wherein the act creating the Choctaw-Chickasaw citizenship court was fully discussed; and you will note in that case that counsel for the claimants made the same contention that Mr. Cantwell has made here—that the act attempted to nullify a judgment. But the Supreme Court did not agree with counsel. Perhaps I had better read from the act creating that court and then refer to the decision. I read in part from section 31 of the act of 1902:

In the exercise of such appellate jurisdiction, said citizenship court shall be authorized to consider, review, and revise all such judgments, both as to findings of fact and conclusions of law, and may, wherever in its judgment substantial justice will thereby be subserved, permit either party to any such appeal to take and present such further evidence as may be necessary to enable said court to determine the very right of the controversy. And said court shall have power to make all needful rules and regulations prescribing the manner of taking and conducting said appeals and of taking additional evidence therein.

I read from the opinion of the court in the case of *Wallace v. Adams*, reported in Two hundred and fourth United States, at page 415:

And while it is undoubtedly true that legislatures can not set aside the judgments of courts, compel them to grant new trials, order the discharge of offenders, or direct what steps shall be taken in the progress of a judicial inquiry, the grant of a new remedy by way of review has been often sustained under particular circumstances.

Reading further:

The United States court in the Indian Territory is a legislative court, and was authorized to exercise jurisdiction in these citizenship cases as a part of the machinery devised by Congress in the discharge of its duties in respect of these Indian tribes; and assuming that Congress possesses plenary power of legislation in regard to them, subject only to the Constitution of the United States, it follows that the validity of remedial legislation of this sort can not be questioned unless in violation of some prohibition of that instrument.

In its enactment Congress has not attempted to interfere in any way with the judicial department of the Government, nor can the act be properly regarded as destroying any vested right, since the right asserted to be vested is only the exemption of these judgments from review.

I stated to the committee at the previous hearing that Congress could not review the judgment of the Supreme Court of the United States, because it is not a legislative court. All Federal courts are legislative courts created by acts of Congress, save the Supreme Court of the United States, which is a constitutional court. I desire to read a short passage from the case of *Wallace v. Adams*, which is a very clear statement of the law:

It is unnecessary to consider what would have been the effect of a judgment of this court, a court provided for in the constitution, on the question of the right of a litigant to citizenship. The distinction between this court and the courts established by act of Congress in virtue of its power to ordain and establish inferior courts is shown in *Gordon v. United States*, 117 United States, 697, in which we held that while Congress could give to the Court of Claims jurisdiction to inquire and report upon claims against the Government, it could not authorize an appeal from such report to this court unless our decision was made a final judgment, not subject to congressional review. * * *

Congress can not extend the appellate power of this court beyond the limits prescribed by the Constitution, and can neither confer nor impose on it the duty of hearing and determining an appeal from a commissioner or auditor, or any other tribunal exercising only special powers under an act of Congress; nor can Congress authorize or require this court to express an opinion on a case where its judicial power could not be exercised, and where its judgment would not be final and conclusive upon the rights of the parties and process of execution awarded to carry it into effect.

Mr. RICHARDSON. In that case, did not the Supreme Court hold that the Territorial courts in hearing these appeals were exercising special functions intrusted to them as an aid to Congress in the performance of its duties, and that their acts were a little more than the acts of a commission?

Mr. BOND. That is true, and their judgments are subject to review, but in all cases in which the Supreme Court has spoken the judgment is final and beyond congressional action.

(Thereupon, at 4.15 o'clock p. m., the subcommittee adjourned until Monday, August 17, 1914, at 2 o'clock p. m.)

SUBCOMMITTEE OF COMMITTEE ON INDIAN AFFAIRS,
HOUSE OF REPRESENTATIVES,
Monday, August 17, 1914.

The subcommittee met at 2.10 o'clock p. m., Hon. Charles D. Carter (chairman) presiding.

STATEMENT OF MR. REFORD BOND—Continued.

Mr. BOND. I desire to call the committee's attention to a statement made by Mr. Cantwell, of counsel for the proponents, which appears on page 38 of the hearing before the Subcommittee on Indian Affairs of the House:

A great many Mississippi Choctaws had gone into the Territory and had not been able to be enrolled by the commission prior to June 28, 1898. The identification contemplated by the first clause did not entitle the Mississippi Choctaws to enrollment. Under another provision of this act of July 1, 1902, they might make bona fide settlement within the Choctaw-Chickasaw country within six months after identification by the commission; but he could not get any land upon which to settle until after he should be enrolled or identified. How could he settle unless lands were given? If he undertook to go into the Choctaw or Chickasaw country at all, McMurray ejected him, through the tribal authorities, as an intruder. The statements contained in this appendix by Mr. McMurray show that he called upon the United States Government for soldiers to eject what he called intruders, and all persons were intruders, according to his definition, who were not upon the tribal rolls. The old method of identification by the tribe had been abandoned, and if the Mississippi Choctaw went into the Choctaw-Chickasaw country he was liable to be ejected as an intruder because he was not on the tribal rolls, even if he went to the Indian Territory for the mere purpose of identification.

That statement of counsel is unwarranted by law and by the evidence. However, it was made last session without contradiction and with no law and no evidence to controvert the statement, and necessarily the committee found that claimants under the fourteenth article of the treaty were rejected as intruders.

Mr. MILLER. The subcommittee did not make a finding to that effect, did they?

Mr. BOND. Yes, sir.

Mr. MILLER. I should be surprised to find that they did. My recollection is that the statement contained in the report is based exclusively upon the wording of the subsequent treaties or congressional acts bearing upon the Choctaw and Chickasaw and the Five Civilized Tribes.

Mr. BOND. On page 27 of the report of the subcommittee I find this statement by Mr. Miller:

Yes, some of these eleven hundred actually removed, and some when removed were ejected by officers of the Choctaws and Chickasaws because they were "interlopers." Some remained in the new country, but were never enrolled. Others drifted away. I think Mr. Carter knows there are some Choctaws in Oklahoma belonging to this eleven hundred.

I take it that the statement of their being ejected by officers of the Choctaws and Chickasaws because they were interlopers was a finding in accordance with the statement and argument of counsel that they were ejected as intruders. If I am incorrect I desire to withdraw the statement.

Mr. MILLER. I do not think the occasion for that statement is as you intimate, Mr. Bond. I will say that practically all the information that I secured was from as nearly original sources as it could be, and most of it came from out of the department. Now, I do not recall exactly what I had in mind when I made that statement, but I think it was this: The word "interlopers" probably is inadvisedly used; it should be "intruders." We all know that there were a great many intruders that came into the country, and it was necessary for the Choctaw and Chickasaw people to keep them out. Now, I did not intend by that to say that they kept out Mississippi Choctaws only as intruders, but that the general inhibition against people coming in there who had no rights in there applied to some who might be claiming to be Mississippi Choctaws the same as the rest. I presume that some of the individuals enumerated in this list might have been included. I have only a faint recollection of where I got that declaration in regard to the 1,100, but I think it was from the Indian office.

Mr. BOND. If that is so, I stand corrected. I am very glad that the committee did not so find. I am pleased to know that I misconstrued the finding of the committee on that point. However, it has been so alleged by Mr. Cantwell, of counsel for the proponents, and therefore I desired to refute it.

The CHAIRMAN. Was there any attempt at that time made to remove persons from the Choctaw Nation except such persons as did not comply with the laws of the Choctaw Nation?

Mr. BOND. No parties were attempted to be removed from the Choctaw and Chickasaw Nations to my knowledge except those who refused to comply with the intruder laws. Any person who was not a member of the tribe was required under the law of the tribe to pay a permit of \$1 per year for his right of residence within the tribe, and if he refused to pay the \$1 per year he was then subject to ejection as an intruder.

The CHAIRMAN. That was the law, but let me ask you what was the practice? What percentage of the white people that were in the country at that time were paying a permit tax, would you judge?

Mr. BOND. I would judge that a very small percentage of the white people paid the permit tax. If my memory serves me cor-

rectly, the tax in the Chickasaw Nation was increased in later years to \$5 per annum, and I believe that after the increase very few people paid the tax.

The CHAIRMAN. Is it not a fact that no removals were attempted to be made by the tribal authorities?

Mr. MILLER. Well, as I recall, we had a vast amount of information submitted to the committee that was down there to investigate the McMurray and other contracts. There was evidence that large amounts of money were used to eject intruders.

The CHAIRMAN. Well, I will come to that in a minute. What I am asking Mr. Bond now is, Did the tribal authorities attempt to remove them, and had they any authority to remove them? Did the tribal authorities have any jurisdiction to remove people, Mr. Bond?

Mr. BOND. The tribal authorities in later days possibly were shorn of that jurisdiction, but the tribal authorities, so far as my knowledge goes, did not attempt the ejection of individuals; but there were other taxes in addition to the per capita tax.

The CHAIRMAN. We will come to that in a moment.

Mr. BOND. There was a tax per head on cattle and per dollar on merchandise. At one time the noncitizens refused to pay the cattle tax and merchandise tax, which caused the tribal and Federal authorities a great deal of trouble and considerable expense in the collection thereof, and there were efforts to eject the people who refused to pay those taxes.

The CHAIRMAN. I was coming to that in a moment, but the things I want the record to show is this: Whether or not the tribal authorities had any jurisdiction under the law to remove people who were intruders, and whether they attempted to exercise that jurisdiction during your memory.

Mr. BOND. Not during my memory, Mr. Carter. After the United States courts were given jurisdiction in the Indian Territory and after jurisdiction was conferred on the United States Indian agent, the tribal authorities had no jurisdiction of intruders whatever, because they were citizens of the United States, and the tribal authorities only had jurisdiction of tribal citizens.

The CHAIRMAN. And the only thing the tribal authorities could do was to report the matter and urge their removal with the Federal authorities. Is not that true?

Mr. BOND. I think that was the extent of their authority.

The CHAIRMAN. Well, did not the Federal authorities attempt to remove people, and was not their attempt about that time confined entirely to those people who did not pay the merchants' tax license and the cattle-tax license?

Mr. BOND. That is my recollection of the matter.

The CHAIRMAN. Do you know if there ever was any attempt made to remove any claimants for citizenship, whether Mississippi Choctaw or otherwise?

Mr. BOND. Not to my knowledge.

Mr. RICHARDSON. Mr. Carter, if it is not improper to put in the record at this time, I would like to state that the record shows that Mr. McMurray, or his firm of Mansfield, McMurray & Cornish, brought a suit in equity to require the commission not to allot and to exclude from allotment Mississippi Choctaws who did not move within the six-month period, under the act of 1902, and he secured

an injunction against the commission. The petition and the injunction in that suit were introduced on the floor of the United States Senate by ex-Senator Jones, of Arkansas, and will appear in the Congressional Record.

THE CHAIRMAN. That may be true, Mr. Richardson, but the question that was raised was about Mississippi Choctaws being removed and not being permitted to settle in the Choctaw Nation in accordance with the act requiring them to settle. Mr. Bond says that nothing of that kind was done, and Mr. Miller says that they never intended to state that.

MR. MILLER. No; we never intended to state that those who attempted to come over under the 1902 act were intruders. The statement went further to say that among the 1,100 who were identified some of them were removed as intruders. I do not know what the circumstances and facts were, but it was not simply because they tried to make a settlement.

MR. BOND. I will say in reply to Mr. Richardson that the acts giving the commission authority to enroll especially required that it should not be subject to an injunction proceeding.

MR. RICHARDSON. There was an injunction issued in that case.

MR. MILLER. Do you think the provisions of that treaty of 1902 were fair and equitable as far as the Indians were concerned?

MR. BOND. I do. Many were identified under the act of 1898, and although they had theretofore almost three-quarters of a century within which to remove, the treaty of 1902 allowed additional time for removal and waived proof as to full bloods. In my judgment the terms and provisions of the treaty were fair and equitable.

I desire to read from the report of the commissioner to the Five Civilized Tribes to the Secretary of the Interior for the fiscal year ending June 30, 1907, at page 11:

The act of Congress approved April 26, 1906, provided that motions for rehearing of cases adversely determined prior to the passage of the act could be filed for a period of 60 days. Under this provision a large number of Mississippi Choctaws, whose claims had been rejected, filed motions for rehearing of their cases, some of which had been closed for four years. The Commissioner, acting under departmental instructions, allowed such persons to appear at the Land Office and designate tentative allotments pending final disposition of their claims. Through this procedure they maintained control of lands which duly enrolled citizens were entitled to select in allotment. When one motion was denied by the department the Mississippi Choctaw, often at the instance of speculators, would immediately file a second motion and then make the claim at the Land Office that his application was not yet finally disposed of. This practice was carried on until a short time prior to the closing of the rolls, March 4, 1907.

I desire to supplement the report of the commission with the law itself, which provided that claimants were entitled to hold possession of the land until their rights were finally determined. I read from section 3 of the act of June 28, 1898:

That said courts are hereby given jurisdiction in their respective districts to try cases against those who may claim to hold as members of a tribe and whose membership is denied by the tribe, but who continue to hold said lands and tenements notwithstanding the objection of the tribe; and if it be found upon trial that the same are held unlawfully against the tribe by those claiming to be members thereof, and the membership and rights are disallowed by the commission to the Five [Civilized] Tribes, or the United States court, and the judgment has become final, then said court shall cause the parties charged

with unlawfully holding said possessions to be removed from the same and cause the lands and tenements to be restored to the person or persons or nation or tribe of Indians entitled to the possession of the same.

I also desire to read from section 4 of the said act, which shows that they were not only permitted to hold their lands until their cases were finally determined, but they were allowed to dispose of the improvements which they had placed thereon during the time they were claiming citizenship:

That all persons who have heretofore made improvements on lands belonging to any one of the said tribes of Indians, claiming rights of citizenship, whose claims have been decided adversely under the act of Congress approved June 10, 1896, shall have possession thereof until and including December 31, 1898; and may, prior to that time, sell or dispose of the same to any member of the tribe owning the land who desires to take the same in his allotment.

I desire to call the committee's attention to one other statement made by Mr. Cantwell. I read from the hearings of the subcommittee, at pages 17 and 24. I read first from page 17:

Here was a clause inserted in the treaty—

Speaking of the fourteenth article of the treaty—

for the express purpose of individualizing the Indian, of breaking up the tribal organization, of subjecting him to the laws of the white man, and of making him a citizen of the United States; and as a penalty for his removal from his allotment in Mississippi he was to be deprived of his portion of the Choctaw annuity then existing. It is quite certain the intent of the treaty at the time it was made was to encourage the Indian to become a citizen of the State, and not to discourage him.

I now read from page 24:

The rights of the Mississippi Choctaw were granted to induce him to remain in the State, and not as a condition that he remove to the Indian country.

Reading further from the same page:

The object was to provide a penalty if he should become a wanderer and was inserted to encourage him to remain on the Mississippi lands for five years and to become a homesteader.

I think that argument is clearly refuted by the statement of the Supreme Court in 119 United States.

Mr. MILLER. It is also refuted by all the other circumstances in the case, is it not?

Mr. BOND. Yes; by every circumstance and every fact. I read from page 36 of said report:

Under the pressure of the demand for the settlement of the unoccupied lands of the State of Mississippi by emigrants from other States, the policy of the United States in respect to the Indian tribes still dwelling within its borders underwent a change, and it became desirable by a new treaty to effect so far as practicable the removal of the whole body of the Choctaw Nation, as a tribe, from the limits of the State to the lands which had been ceded to them west of the Mississippi River. To carry out that policy the treaty of 1830 was negotiated.

Reading further on page 37:

It is notorious as a historical fact, as it abundantly appears from the record in this case, that great pressure had to be brought to bear upon the Indians to effect their removal, and the whole treaty was evidently and purposely executed, not so much to secure to the Indians the rights for which they had stipulated, as to effectuate the policy of the United States in regard to their removal.

I now desire to call the attention of the committee to a statement of Mr. Cantwell's to the effect that the act of June 28, 1898, gave to the fourteenth-article claimants a right to citizenship in the Choctaw and Chickasaw Nations without removal. Section 21 reads in part as follows:

Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article 14 of the treaty between the United States and the Choctaw Nation concluded September 27, 1830, and to that end they may administer oaths, examine witnesses, and perform all other acts necessary thereto and make report to the Secretary of the Interior.

That provision of the act does not confer upon the commission the right to enroll Mississippi Choctaws, but merely confers upon the commission the right to identify them and therefore, I take it, confers no right of enrollment or property right upon the Mississippi Choctaw without removal.

I read further from the same section:

No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship. *Provided, however,* That nothing contained in this act shall be so construed as to militate against any rights or privileges which the Mississippi Choctaws may have under the laws or the treaties with the United States.

That last proviso conferred no additional right upon the Mississippi Choctaw, but it simply held in statu quo or preserved any rights that he might have under the treaties between the tribe and the United States.

MR. MILLER. Is it not a fair statement to say that that language means this, that nothing in the act will change in any degree the right or the status of the Mississippi Choctaws if under the treaties with the United States or under previous laws of the United States they have a right to citizenship in the Choctaw and Chickasaw Nations without removal; this does not put upon them the obligation to remove?

MR. BOND. I think that is a correct statement of the law. As a further evidence of the correctness of the statement, I desire to read from section 11 of the act:

Provided, That nothing herein contained shall in any way affect any vested legal rights which may have been heretofore granted by act of Congress, nor be so construed as to confer any additional rights upon any parties claiming under any such act of Congress.

I desire now to call the committee's attention to a statement made by Mr. Cantwell to the effect that under the act of 1902 the rule of evidence was changed so as to make it compulsory upon claimants to establish the fact that they were descendants from those who had received a patent under the fourteenth article of the treaty of 1830. The Commission to the Five Civilized Tribes, in receiving proof under the fourteenth article of the treaty, did not follow strictly the letter of the law, but they looked to the spirit of the law, and not only enrolled those who could prove that they were descendants of an ancestor who had received a patent under the treaty, but also enrolled those who could show that their ancestors were entitled to rights under the fourteenth article of the treaty, even though their rights had been defeated by the agents of the Government or through any practices of citizens of Mississippi or otherwise, and the committee so found at its last hearing.

After the passage of the act of 1902 the particular section in controversy was construed by the Attorney General, and the Attorney General held that that language was not intended to abridge any rights that claimants might have had prior to the passage of the act. The commission still continued to accept proof, even though no patent had been issued to the ancestor. I will read a portion of the opinion of the Attorney General bearing on the question:

Concerning said section 41 of the act—

Mr. HARRISON. When was the opinion issued?

Mr. BOND. The letter bearing the opinion was issued on November 23, 1904, and I take it that the opinion was issued in the year 1904:

Concerning said section 41 of the act of July 1, 1902, the Attorney General of the United States, in an opinion rendered June 19, 1903, used the following language:

"This agreement must, of course, be construed in the light of the circumstances under which it was made, and with a purpose to ascertain the intention of the parties thereto. Manifestly the parties did not intend to abridge the rights of any person theretofore entitled by law to identification as a Mississippi Choctaw, but they did intend to permit the identification of some persons who had not prior to that time been able to bring themselves within the requirements of the rules established by the commission—persons the evidence of whose rights under the treaty of 1830 could not be secured, but who the Government of the United States and the Choctaw Indians, 'in their generosity,' desired should share in the benefits arising out of the provisions of that treaty."

He refers in the latter part of his opinion to the full-blood rule, and speaks of it as a generosity on the part of the Choctaws.

Mr. RICHARDSON. Mr. Bond, do you mean to say that the Dawes Commission, prior to the act of July 1, 1902, had proof and identification of claimants who were what are known as scrip claimants?

Mr. BOND. I mean to say, Mr. Richardson, that I practiced before the Dawes Commission more or less from the time I graduated from law school. I never brought a Mississippi Choctaw case but what the Dawes Commission permitted any proof to show that the ancestor was entitled to comply with the fourteenth article of the treaty, and if you could show that the applicant was a descendant from an ancestor who was entitled to comply with the fourteenth article of the treaty, and who was prevented, by any reason whatever, from complying therewith, they would admit the applicant to citizenship on such proof.

Mr. RICHARDSON. Is it not a fact that the commission had only decided, before the act of July 1, 1902, the identification of five individuals between the time that the McKennon roll was submitted on March 10, 1899, and the act of July 1, 1902, was passed, and that those five individuals were all of one family?

Mr. BOND. I am not prepared to say how many individuals the commission had passed on at that time. I have not looked up the record, but from the finding of the subcommittee last year and from the records that I have been able to investigate, the commission never confined proof to a patentee. It is true that immediately after the passage of the act of 1902 the commission construed it literally, but the matter was passed up to the Attorney General for a decision, and after the decision of 1904 the commission followed the holding of the Attorney General, and between 1904 and 1907 the department claims to have reviewed all Mississippi Choctaw cases and to have applied the broad rule of the Attorney General to all such cases.

Mr. HURLEY. There are a great many other decisions that we can submit to the committee wherein the same holding prevailed as in the Jim Gift case, if the committee cares to go further into those decisions.

Mr. BOND. Mr. Cantwell has also denounced that part of the act of 1902 which permitted full bloods to be identified and enrolled without proving that their ancestors were descendants from persons who complied or were entitled to comply with the fourteenth article of the treaty of 1830. I therefore desire to read from the report of the Commission to the Five Civilized Tribes to the Secretary of the Interior for the year ending June 30, 1906, which bears on that question:

The full-blood Indians living in the States of Mississippi, Alabama, and Louisiana remained innocuous in their huts and waited for the commission to take the initiative and seek them out, bringing the offer of rich farms and comfortable homes to their very doors, but they often stolidly refused to furnish any information whatever concerning their ancestry.

Claimants came from all parts of the country—from the Gulf to the Great Lakes, and from Oregon to Massachusetts—and literally submerged the commission with applications.

It became apparent that the ignorant full blood, for whom Congress intended to provide, had no record of his ancestry, and could not prove his rights under the law, and if required to do so would fail to receive the benefits of the legislation. In order that this might not happen, the following provision was embodied in the act of July 1, 1902.

Then follows the provision with reference to the full-blood rule.

I can not understand why counsel representing the proponents of the bill should so viciously denounce a rule which was a protection to the full bloods and which was merely a generosity on the part of the Choctaw Nation.

Mr. MILLER. What have you to say about this feature: Assuming that in the enactment of the two agreements the provision was designed to benefit the Mississippi Choctaws, it still required, in order to make application and prove their identity within six months that they had to remove to the Choctaw country west, and in your judgment did that requirement make it possible for any Mississippi Choctaw to take advantage of the provisions of the act?

Mr. BOND. Yes, it did.

Mr. MILLER. Do you not think it is rather strange that no one was ever enrolled under that?

Mr. BOND. Perhaps they failed to remove, perhaps all applications were made under former acts, and while the applicants received the benefit of the full-blood rule they were enrolled as of the acts under which they applied, but that is a very reasonable provision and is easily explainable.

In 1893 Congress passed an act looking to the allotment of the lands west. This act placed the fourteenth-article claimant on notice that there was going to be an allotment in severalty of the lands west. In 1896, under an act of Congress, a commission was sent to the Indian Territory for the purpose of making the rolls. That was an additional notice to the Mississippi Choctaws. In 1898 an act was passed closing the rolls, so far as applications to the members were concerned, but preserving the rights of the Mississippi Choctaws and providing for their identification. That act gave them an additional opportunity to remove and an additional notice that the lands

were to be allotted in severalty. In 1900 there was an act passed by Congress, which reads as follows—

Mr. HURLEY. Mr. Miller, did I understand you to say that there were no full bloods enrolled under the act of 1902?

Mr. MILLER. Yes, sir.

Mr. HURLEY. That is not my understanding.

Mr. MILLER. That was the information furnished me by the Indian Office.

Mr. HURLEY. The cases that were pending then before the Commission to the Five Civilized Tribes were passed upon after that law, and they were given the benefit of that law, as shown in the Jim Gift decision, which we have submitted here for the record. There were 24,000 more applications filed.

Mr. MILLER. Those applications were filed prior to July 1, 1902.

Mr. HURLEY. And passed on, or most of them, after that date.

Mr. MILLER. But no new applications were received under the act of July 1, 1902.

Mr. HURLEY. No, sir; but, at the same time, the reason for that act was this, that there were so many applications pending from full bloods who could not prove their identity, and it was passed in order to give the commission the right to pass favorably upon those full-blood cases, which was done under that act.

Mr. MILLER. You do not refer to any applications received under this particular provision?

Mr. HURLEY. No, sir; I do not refer to applications received, because the applications had all theretofore been received—more than 24,000 applications in all. Among those were the applications of the full bloods who could not theretofore prove their descent from a fourteenth-article claimant. Their cases were passed on after that, giving them the benefit of the full-blood rule, or the rule that could and did work favorably to the full-blood applicants who had their applications in at that time.

Mr. CARTER. Let me ask you a question: Is it not a fact that this provision was placed in the 1902 agreement for the reason that the full-blood Indians, or many of the full-blood Indians, had been unable to establish their identity as required by former laws?

Mr. HURLEY. That was the very purpose for which it was inserted, because they had so many applications from Indians in Mississippi who were full bloods and whom they wanted to pass upon favorably, but to whom they could not grant citizenship under existing laws because of the fact that those full bloods could not prove descent from fourteenth-article claimants. Then the so-called full-blood rule of evidence was made operative in favor of those applicants who could not prove their rights. In other words, they were admitted to citizenship without the proof of any right of citizenship.

Mr. BALLINGER. How many were benefited by the decision in the Jim Gift case?

Mr. HURLEY. The Jim Gift case was not a full-blood case. That case was submitted in answer to your argument that no one except the descendant of a patentee was entitled under that act. Jim Gift was not the descendant of a patentee, but the descendant of a scribee. The Jim Gift case was the ruling case in admitting those who could prove their descent from scribees under the act of 1902,

and there were probably not more than 150 or 200 citizens of that character admitted. There were 162 in all. I think, admitted as Mississippi Choctaws.

Mr. RICHARDSON. You do not mean identified as Mississippi Choctaws, but you mean finally enrolled?

Mr. HURLEY. Finally enrolled as Mississippi Choctaws

Mr. RICHARDSON. I think Mr. Miller's inquiry related to the number of persons who under the act of 1902 and this legislation were finally identified. There were about 2,550.

Mr. MILLER. I really referred to those admitted to citizenship under the act of July 1, 1902.

Mr. BOND. I will read from the act of May 31, 1900:

Provided, That any Mississippi Choctaw duly identified as such by the United States Commission to the Five Civilized Tribes shall have the right, at any time prior to the approval of the final rolls of the Choctaws and Chickasaws by the Secretary of the Interior, to make settlement within the Choctaw-Chickasaw country, and on proof of the fact of bona fide settlement may be enrolled by the said United States commission and by the Secretary of the Interior as Choctaws entitled to allotment.

This act gave the fourteenth-article claimants a further notice and a further right to enrollment, in addition to that conferred upon other applicants. The act of 1902, extended the time for applications and for removal and the waiver of proof therein, applied to those who had theretofore been identified, or who had theretofore made application, and to all cases pending, and admitted without proof all full-blood claimants. Had it not been for this legislation practically none of the full bloods could have been enrolled, as the commission had theretofore reported that such applicants were unable to furnish proper proof. Therefore the legislation was beneficial to the claimants.

Mr. CARTER. That extended the time six months for filing the applications and for removal, which gave them a year for removal.

Mr. BOND. Yes.

Mr. HURLEY. I think that you will probably find upon a close examination of the facts surrounding that period that the reason why there were no additional applications filed under that act was because of the fact that all the applications of the Mississippi Choctaws were in at that time. All the persons whose names appeared on the McKennon roll were applicants at that time.

Mr. RICHARDSON. They had been conducting hearings in Mississippi from December, 1900, until October, 1901—that is, hearing applications—

Mr. HURLEY (interposing). And after having received all those applications, the commission found that the applicants were without the evidence to show their right to enrollment, and this act was passed in order to give the full bloods a right to enrollment without proof.

Mr. CARTER. It gave them six months after identification to remove to Oklahoma, and it gave them six months' addition time in which to file their identification papers or to be identified. The act provides as follows:

All persons duly identified by the Commission to the Five Civilized Tribes under the provisions of section 21 of the act of Congress approved June 28, 1898, as Mississippi Choctaws entitled to benefits under article 14 of the treaty

between the United States and the Choctaw Nation concluded September 27, 1830, may at any time within six months after the date of their identification as Mississippi Choctaws by the said commission make bona fide settlement within the Choctaw-Chickasaw country, and upon proof of such settlement to such commission within one year after the date of their said identification as Mississippi Choctaws shall be enrolled by such commission as Mississippi Choctaws entitled to allotment as herein provided for citizens of the tribes, subject to the special provisions herein provided as to Mississippi Choctaws, and said enrollment shall be final when approved by the Secretary of the Interior. The application of no person for identification as a Mississippi Choctaw shall be received by said commission after six months subsequent to the date of the final ratification of this agreement.

Mr. BALLINGER. The point I want to make in that connection is this, that the identification was not complete until approved by the Secretary of the Interior, and that in numerous cases, perhaps in a majority of the cases, the claimants were not notified of their identification until the six months' period had practically expired, and in some instances it had actually expired.

Mr. BOND. I will say in answer to your statement that it was the duty of those people to remove to the Indian Territory. They had no right to remain in Mississippi and expect to be identified and enrolled and then remove thereafter. It was a condition precedent that they remove to the Indian Territory, and if they remained in the State of Mississippi awaiting identification, it was their fault. It was their responsibility and not the responsibility of the tribe or of the Government. I will read you what the Supreme Court of the United States has to say in reference to a condition precedent of that character. Bear in mind now that in the fourteenth article of the treaty there was no notice provided for. The claimants under that article simply retained the privilege of removing and simply a privilege of citizenship. There was no notice provided for in treaty, and there was no notice provided for under any other allotment act that was carried into effect.

Mr. BALLINGER. If they had removed prior to the time that they received notice of their identification, they would have been treated as intruders.

Mr. CARTER. Mr. Ballinger, we have gone over that phase of the matter thoroughly, and I think the record shows that no person was ever dealt with as an intruder unless he failed to comply with the laws of the Choctaw Nation.

Mr. BALLINGER. There were a number of cases where they were removed.

Mr. CARTER. There may have been some cases in which intruders were removed, but it was always for a violation of the laws of the Choctaw Nation. Citizenship claimants were not treated as intruders.

Mr. BOND. I read from the case entitled the Sac and Fox Indians of the Mississippi in Iowa *v.* Sac and Fox Indians of the Mississippi in Oklahoma, and the United States, reported in volume 220 United States Reports, at page 484. Now, mind you, in this case general notice was provided for the removal of the Sac and Fox Indians in order that they might enjoy their privileges of citizenship. I read from the opinion of the court on page 484:

The Court of Claims adds as yet a further reason for rejecting this claim that it does not appear how many of the Iowa Indians returned to Kansas to

receive their annuities, but (therein varying from the statement of facts found), that it does appear that some of them did. The course of the Government is sanctioned in principle by the implication of the treaty of October 1, 1859 (art. 7, 15 Stat., 467, 469). That article recites the anxiety of the Sacs and Foxes, that all members of the tribes should share the advantages of the treaty, invite nonresident members to come in and provide for notice to them, but adds the condition that those who do not rejoin and permanently reunite with the tribe within one year shall not have the benefit of any of the stipulations in the treaty contained.

Now, the court in construing that section on page 487 uses the following language:

The fifth and last claim is for a share in proceeds of land ceded by the treaty of 1859. * * * We do not see how the claim can be supported when the treaty itself provided that to benefit by it members must rejoin the tribe, meaning the tribe in Kansas, within one year. It is suggested, to be sure, that the forfeiture, as it is called, was dependent upon notice being given as agreed in article 7, and that there is some evidence that notice was not given. The condition, however, was an absolute condition precedent to the acquisition, by persons not parties to the treaty, of any rights, if rights they can be called, notice or no notice.

The only treaty to which the claimants were parties was the treaty of 1830, and it provided for removal, but made no provision for notice. So it was a condition precedent that they remove before they were entitled to citizenship.

I now desire to call the committee's attention briefly to an argument continually made on the floor of the House and the floor of the Senate to the effect that the act of 1900 and the act of 1902 repealed and abrogated the treaty of 1830, and I desire to say here and now that I am unable to understand how any lawyer can arrive at that conclusion. I say that for this reason: The court has held that it is necessary under the treaty of 1830 for the claimant to remove in order to be entitled to citizenship rights in the Choctaw and Chickasaw Nations. Now, pursuant to and in accordance with that decision of the court, Congress, in the act of 1900 and in the act of 1902, simply extended the time within which the claimant could remove, and in no way abrogated, and in no way changed his right of removal under the treaty. He had the right of removal under the treaty, and Congress simply extended the time for removal under the act of 1900, with a limitation, and again in 1902 extended the time with an express limitation. Without a limitation on removal tribal affairs could never be settled. That was an absolute necessity on the part of Congress for the reason that the tribal form of Government was being abolished and the tribal affairs were being settled.

Now, the claims of the Chickasaws have never been presented. I have examined volume after volume, containing hundreds upon hundreds of pages, but I have failed up to date to find a single argument in behalf of the Chickasaws, and I desire now to call the attention of the committee to the fact that the Chickasaws were bona fide purchasers for a valuable consideration; that they purchased after the treaty of 1830 and took title subject to that treaty, but not subject to any equity that might have theretofore existed between the members of the Choctaw Nation, and not subject to any moral or political claim that have theretofore or thereafter existed between the members of

the Choctaw Nation. I will read from the treaty with the Choctaws and Chickasaws of January 17, 1837. I read from article 1:

It is agreed by the Choctaws that the Chickasaws shall have the privilege of forming a district within the limits of their country, to be held on the same terms that the Choctaws now hold it, except the right of disposing of it (which is held in common with the Choctaws and Chickasaws), to be called the Chickasaw district of the Choctaw Nation: * * and the Chickasaw people to be entitled to all the rights and privileges of Choctaws, with the exception of participating in the Choctaw annuities.

Article 3 reads as follows:

The Chickasaws agree to pay the Choctaws, as a consideration for these rights and privileges, the sum of \$530,000.

Now I desire to call the attention of the committee to the treaty of 1855, which changed the title and ownership of the Chickasaws and Choctaws. I read from article 1:

And pursuant to an act of Congress approved May 23, 1830, the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw tribes, their heirs and successors, to be held in common; so that each and every member of either tribe shall have an equal undivided interest in the whole: *Provided, however,* No part thereof shall ever be sold without the consent of both tribes, and that said land shall revert to the United States if said Indians and their heirs become extinct or abandon the same.

The Chickasaws by purchase for a valuable consideration acquired title to lands in the Choctaw Nation, and, as I have said before, the title was acquired subject to the terms and provisions of the treaty of 1830. Article 2 of the treaty of 1830 provided for the fee-simple title to the nation, to them and their descendants, so long as they existed as a nation and lived upon it. That provision was carried into the patent and the Chickasaw Tribe of Indians took title subject to that provision, and they are entitled to the benefits thereof. They are also entitled to the benefits of the fourteenth article of the treaty of 1830, which says that the claimants must remove in order to be entitled to citizenship. Now, if the Chickasaw Tribe of Indians acquired rights under that treaty and under that patent, Congress at this time is unable to disturb or abrogate the title acquired under the patent and under the treaty.

MR. MILLER. Do you think, Mr. Bond, any acts of Congress have, up to this time, been passed by which the Mississippi Choctaws have been able to become enrolled as citizens of the Choctaw-Chickasaw Nation who would not have been permitted to become enrolled had it not been for those acts?

MR. BOND. Yes; the time for removal was extended by the acts of 1900 and 1902, and proof waived as to full bloods by the latter act. The Chickasaws have by agreement with Congress waived certain conditions; but those conditions were waived with express limitations, and those limitations have expired. For example, that provision of the fourteenth article of the treaty which said "persons" fixed a limitation itself. A limitation was fixed upon the persons who were parties to that treaty. It was held by Judge Clayton that the Choctaw people, continuing from year to year and from time to time to invite the heirs of those persons to come to the Choctaw Nation, and continuing from time to time and from year to year to give the heirs of those persons citizenship rights, waived their

right to the limitation of persons, and so continued that waiver until it became crystallized into law. The Chickasaws made practically the same waiver when they executed the agreement of 1902, which permitted the heirs of those persons to enjoy citizenship, but there was an express limitation in said agreement. A definite time was fixed within which they could exercise the right of removal. But the Chickasaws never waived the provisions of the patent which said those claimants must live upon the land, and the Chickasaws never waived the provision of the fourteenth article which said that they must remove in order to be entitled to citizenship, but reaffirmed the provision of that article in the act of 1902 which said that they must remove.

Mr. MILLER. Then the position that you really take is that the Chickasaws have waived the right in several instances in the past and they have not waived it in respect of anything Congress may in the future do?

Mr. BOND. The Chickasaws have never waived anything that Congress may in the future do, and the Chickasaws have never waived in the past the provisions of the fourteenth article that they must remove in order to be entitled to citizenship. They have never waived the second article of the treaty which said that they must live upon the land, and they have not waived the provision in the patent which said they must live upon the land in order to preserve the title. If you will remember, Congress in 1902 agreed that a provision should be carried into the Choctaw and Chickasaw patents, exempting their allotment selections from taxes for a period of 21 years, or during the lifetime of the allottee. Congress afterwards removed the restriction upon portions of the allotment selections of the Choctaws and Chickasaws, and in the same act provided that all lands on which the restriction on alienation had been removed should become taxable. The State of Oklahoma under that act attempted to tax said lands. The tax was contested and the State court held that Congress had power to remove the exemption and make them subject to taxation. The case was appealed to the Supreme Court of the United States, and the court held that the condition in the patent exempting them from taxation was an absolute right, and that Congress was without authority to abrogate same. Now, if there was a right conferred upon the Chickasaws in consideration of the moneys they paid for the lands west, under the patent and under the treaty of 1830, could Congress now at this time abrogate that right? Congress has the right of legislation, Congress can repeal a law, but Congress can not abrogate a right acquired under the law.

I read from Two hundred and twenty-fourth United States, at page 665, Choate against Trapp, secretary of the State board of equalization of Oklahoma. I read from the opinion of the court:

On May 27, 1908, Congress passed a general act removing restrictions from the sale and encumbrance of land held by Indians of the class to which the plaintiffs belong. Another section provided that lands from which restrictions had been removed should be subject to taxation.

Thereupon proceedings were instituted by the State of Oklahoma with a view of assessing the plaintiffs' land for taxes. This they sought to enjoin, but their complaint was dismissed on demurrer. The case was carried to the supreme court of the State which held * * * that the United States, by virtue of its governmental power over the Indians, could have substituted title in severalty for ownership in common without plaintiffs' consent and that,

for want of a consideration, the provision that the land should be nontaxable was not a contract, but a mere gratuity which could be withdrawn at will. The court thereupon overruled plaintiffs' contention that they had a vested right of exemption which prevented the State from taxing the land at this time and dismissed their suit.

There are many cases, some of which are cited in the opinion of the Supreme Court of Oklahoma (*Thomas v. Gay*, 169 U. S., 271; *Lone Wolf v. Hitchcock*, 187 U. S., 565), recognizing that the plenary power of Congress over the Indian tribes and tribal property can not be limited by treaties so as to prevent repeal or amendment by a later statute. The tribes have been regarded as dependent nations, and treaties with them have been looked upon not as contracts, but as public laws which could be abrogated at the will of the United States.

This sovereign and plenary power was exercised and retained in all the dealings and legislation under which the lands of the Choctaws and Chickasaws were divided in severalty among the members of the tribes. For, although the Atoka agreement is in the form of a contract it is still an integral part of the Curtis Act, and, if not a treaty, is a public law relating to tribal property, and as such was amendable and repealable at the will of Congress. But there is a broad distinction between tribal property and private property, and between the power to abrogate a statute and the authority to destroy rights acquired under such law.

* * * * *

But the exemption and nonalienability were two separate and distinct subjects. One conferred a right and the other imposed a limitation. * * * The right to remove the restriction was in pursuance of the power under which Congress could legislate as to the status of the ward and lengthen or shorten the period of disability. But the provision that the land should be nontaxable was a property right.

* * * * *

The patent issued in pursuance of those statutes gave the Indian as good a title to the exemption as it did to the land itself.

* * * * *

It is conceded that no right which was actually conferred on the Indians can be arbitrarily abrogated by statute.

Mr. RICHARDSON. Must not a distinction be drawn as to the right of a patentee to enforce a condition made for his own benefit and one which is made for the benefit of the United States? Now, as I understand the case you have read from, the condition was made in there for the benefit of the patentee that his land should be exempt from taxation. In the treaty and in the patent a condition was made that the Indians should live on the land, and if they failed to do that the lands should revert back to the United States. There was a condition of their remaining on the land and that was a condition for the benefit of the United States.

Mr. BOND. No; I do not so take it. The fourteenth-article claimants under that treaty received an allotment of land of 640 acres for the head of the family and 320 acres for each member of the family over 10 years of age, and 160 acres for each member under 10 years of age. They accepted the benefit of that treaty. Then that treaty imposed a responsibility, the responsibility that if you want citizenship you must remove. They accepted the benefits under that treaty, and they must assume the burdens. There was a burden placed there, the burden of removal, and when the Chickasaws acquired a right in that property they acquired it on the condition that no outsider, no citizen of the United States who had no right in that property without removal, should share in the fruits and benefits of it.

Mr. RICHARDSON. Then do you contend that the restriction of the patent that they should enjoy the property so long as they lived upon

it and the condition in the treaty and in the act of May, 1830, which all contained the same requirement, that they were provisions put in there for the benefit of the Indian against the outsider and not for the benefit of the nation to secure forfeiture if they did not live on the land.

Mr. BOND. The Indians who remained received a handsome patrimony or they were entitled to an handsome partimony. They were entitled to receive greater allotments per capita than the Indians were afterwards allotted in Oklahoma, and when those rights were conferred upon them there were certain conditions and certain requirements imposed for the benefit of those who did remove. Those who removed got nothing. They received no allotment selection in the State of Mississippi and therefore they had the right conferred upon them to preclude the others who did not remove from sharing in the fruits of their labor. The patent, the second article of the treaty, and the fourteenth article of the treaty are identical in that respect, because they say that no one who does not live on those lands shall have any benefits from them. The fourteenth article of the treaty, in accordance with the other provisions of the treaty and of the patent, says that you must remove in order to enjoy the benefits of Choctaw citizenship.

Mr. MILLER. As I understand you, you maintain that the Indian who remained in Mississippi thereafter were not citizens of the Choctaw Nation West?

Mr. BOND. Yes.

Mr. MILLER. Under what theory did the Choctaw Nation West maintain a suit against the Government for the Indians who remained in Mississippi?

Mr. BOND. They brought and maintained the suit for the nation and for those who claimed under the fourteenth article as individual members, for damages done to those individuals under the fourteenth article of the treaty, and if you will read the opinion in One hundred and second United States, the Cherokee Nation case, you will find that the Cherokee Nation brought practically the same kind of a suit except that in the place of individuals they said "Bands." They made the bands of Eastern Cherokees, who had refused to remove, parties to this suit. The nation recovered under that treaty and the opinion of the court is found in One hundred and second United States.

Mr. MILLER. That is all very true as to the Cherokee proposition, but the Cherokee Nation was one nation and the Choctaw was another, and the rights of each depend on the facts governing each.

Mr. BOND. The act of Congress giving the right to sue in the Court of Claims calls them individuals. It recognizes that they had been damaged under the treaty of 1830. It did not repeal the act of 1830 which said that they must remove, or the treaty which said that they must live upon the land. Furthermore, the Chickasaws had nothing to do with that judgment. They were not parties to that suit. They were not a joint tribe at the time when the damage accrued, and the Chickasaws did not receive one penny of that judgment. If there had been a waiver in that case it could not have applied to a nation that was not a party to the suit and who received none of the benefits under that judgment.

Mr. MILLER. Have you that Supreme Court case in which the net proceeds decision was rendered?

Mr. BOND. Yes.

Mr. MILLER. The truth is, I do not know what language was used and I want to see the decision for my own information.

Mr. BOND. I will say that in that suit the question of citizenship was not in controversy. It was simply a question of damages under a former treaty, and I will say that the treaty between the Cherokee Tribes of Indians and the treaty between the Choctaws and the United States were identical as to the title. The only different provision in the treaty was that "persons who claimed under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove they shall not be entitled to any portion of the Choctaw annuity." I would like to state to the committee further that at the time this suit was brought practically all the individuals referred to in that case were then citizens of the Choctaw Nation. They had removed west and there were very few individuals remaining east at the time of the institution of the suit, if any. The fact that a person was a member of a tribe in 1830 and was damaged under the terms of a treaty then existing would not preclude such person from suing for damages done thereunder on renewal of citizenship thereafter. It has been asserted that the fourteenth-article claimants are wards of the Government.

It is contended that the fourteenth-article claimants being wards of the Government they are entitled to the protection of the Government, and that it was the duty of the Government to remove them over to the Choctaw Nation West.

Now I will show conclusively by decisions of the Supreme Court of the United States that the fourteenth-article claimants who remained and now live in the State of Mississippi are United States citizens and not wards of the Government. The United States hold over an Indian subject a dual guardianship, a guardianship of the person and a guardianship of his property. The guardianship of the person is relinquished when the Indian is made a citizen of the United States and subjected to State laws. The guardianship of the property is relinquished when the restrictions are removed on the alienation of the same. When an Indian is once made a citizen of the United States the Government is without authority to reassert its guardianship of the person, and when the restrictions are removed on the alienation of the property the United States is without authority to reimpose restrictions. Therefore when the guardianship of the person is relinquished by making an Indian a citizen of the United States and making him subject to State laws and when the guardianship of the property is relinquished by removing the restrictions upon the alienation of the same, the Government has no authority whatever over such Indian no more than it would have over any other of its subjects.

Mr. BALLINGER. Since 1830 has the Government ever exercised a guardianship over a person in the Choctaw Nation?

Mr. BOND. I think the United States exercised a personal guardianship over the Choctaw Indians until they were made citizens of the United States. If it did not exercise it, it had the right to exercise it.

I read from 197 United States, 488, entitled "Matter of Heff." I read from the syllabus.

The recognized relation between the Government and the Indians is that of a superior and an inferior, whereby the latter is placed under the care of the former. The Government, however, is under no constitutional obligation to continue the relationship of guardian and ward and may, at any time and in the manner that Congress shall determine, abandon the guardianship and leave the ward to assume and be subject to all the privileges and burdens of one sui juris.

Under the act of February 8, 1887 (24 Stat., 388), an Indian who has received an allotment and patent for land is no longer a ward of the Government, but a citizen of the United States and of the State in which he resides, and, as such, is not within the reach of Indian police regulations on the part of Congress, and this emancipation from Federal control can not be set aside without the consent of the Indian or the State, nor is it affected by the provisions in the act subjecting the land allotted to conditions against alienation and encumbrance, and guaranteeing him an interest in tribal or other property.

It is said that commerce with the Indian tribes includes commerce with the members thereof, and Congress, having power to regulate commerce between the white men and the Indians, continues to retain that power, although it has provided that the Indian shall have the benefit of and be subject to the civil and criminal laws of the State and shall be a citizen of the United States and therefore a citizen of the State. But the logic of this argument implies that the United States can never release itself from the obligation of guardianship; that so long as an individual is an Indian by descent, Congress, although it may have granted all the rights and privileges of national and therefore State citizenship, the benefits and burdens of the laws of the State may at any time repudiate this action and reassume its guardianship, and prevent the Indian from enjoying the benefit of the laws of the State, and release him from obligations of obedience thereto. Can it be that because one has Indian and only Indian blood in his veins he is to be forever one of a special class over whom the General Government may in its discretion assume the rights of guardianship which it has once abandoned, and this whether the State or the individual himself consents? We think the reach to which this argument goes demonstrates that it is unsound.

Reading further from page 509:

The fact that property is held subject to a condition against alienation does not affect the civil or political status of the holder of the title.

Reading further:

But it is unnecessary to pursue this discussion further. We are of the opinion that when the United States grants the privileges of citizenship to an Indian, gives to him the benefit of and requires him to be subject to the laws, both civil and criminal, of the State, it places him outside the reach of police regulations on the part of Congress; that the emancipation from Federal control thus created can not be set aside at the instance of the Government without the consent of the individual Indian and the State; and that this emancipation from Federal control is not affected by the fact that the lands it has granted to the Indian are granted subject to a condition against alienation and encumbrance, or the further fact that it guarantees to him an interest in tribal or other property.

The district court of Kansas did not have jurisdiction of the offense charged, and therefore the petitioner is entitled to his discharge from imprisonment.

Now, I will read authorities to show you that when the restriction is removed on the alienation of the land that Congress no longer has a guardianship of the property of the Indian.

I read from 171 Federal Reporter, at page 907, entitled "United States v. Allen."

In this case the Government of the United States authorized the institution of a number of land suits in the State of Oklahoma, and

under the act of Congress approximately 30,000 land suits were brought in the United States court for the eastern district of Oklahoma. The lower court held that the United States was without jurisdiction; that the United States was without authority to maintain those actions because the Indians of the Five Civilized Tribes had been made citizens of the United States. The trial court was reversed, because the trial court did not take into consideration that there was a dual guardianship, the guardianship of the person and of the property, and the circuit court of appeals, in reversing the trial court, held that the United States, under a specific act of Congress, had the authority to maintain those actions for the members of the Five Civilized Tribes, regardless of whether or not the restriction had been removed on the alienation of the property. Those cases were appealed to the Supreme Court of the United States and modified and affirmed, the United States Supreme Court holding that the United States, even though under this specific act, was without authority to institute a suit for a member of the Five Civilized Tribes who had had the restrictions removed on the alienation of his allotment selection. I read from the syllabus of the case in the trial court:

By act of March 3, 1901, amending section 6 of the general allotment act of February 8, 1887, and providing, inter alia, that "every Indian in the Indian Territory is hereby declared to be a citizen of the United States and is entitled to all the rights, privileges, and immunities of such citizens," all members of either of the Five Civilized Tribes in such territory became and remain citizens, unaffected by the fact that by subsequent legislation their tribal existence was continued to await the final disposition of the tribal property or that restrictions still exist on their power to alienate their lands after allotment in severalty; and such being their political and civil status, with full power to maintain suits to protect their rights, the United States occupies no such relationship of trust or guardianship toward them as entitles it to maintain in their behalf suits in its own name, to which they are not parties, to cancel conveyances made by them of their allotted lands.

I will now call your attention to the language of the court in One hundred and seventy-ninth Federal, at page 13, wherein the trial court was reversed:

The provision of the act May 27, 1908, that "nothing in this act shall be construed as a denial of the right of the United States to take such steps as may be necessary including the bringing of any suit * * * to acquire or retain possession of restricted Indian lands * * * in cases where deeds, leases, or contracts * * * have been or shall be made contrary to law with respect to such lands prior to the removal therefrom of restrictions upon the alienation thereof, such suits to be brought on the recommendation of the Secretary of the Interior, without costs or charges to the allottees, the necessary expenses incurred in so doing to be defrayed from the money appropriated by this act" is more than a saving clause and when read in connection with the part of the section appropriating \$50,000 to cover the expenses incurred in such litigation is an implied grant of power to maintain such suits and such power extends to suits relating to allotments which were freed from restrictions by section 1 of the act in respect to conveyances or contracts previously made.

The circuit court of appeals thereby holding that this act conferred authority on the United States to bring suits for allottees even though the restrictions had been removed on the land.

MR. BALLINGER. But the cause of action must have accrued prior to the time of the removal of the restrictions?

MR. BOND. It does not make any difference whether the cause of action accrued prior to the time of the removal of the restrictions; it depends on whether or not the land was restricted.

A number of cases went to the Supreme Court of the United States, and I will call the committee's attention to a few of the causes that were appealed. I will call your attention first to a case reported in 224 United States, at page 458, entitled "*Goat v. United States*."

Heckman v. United States, ante, page 413, followed to effect that the United States has capacity to maintain a suit in equity to set aside conveyances of allotted lands made by allottee Indians in violations of statutory restrictions.

The question in this case is: What are the restrictions in the case of allotments to Seminole freedmen?

The relations of the United States to Seminole freedmen by treaties and statutes reviewed, and held that the United States is entitled to maintain an action to set aside all conveyances made by Seminole freedmen of homestead lands, of surplus lands made by minor allottees, and by adult allottees if made prior to April 21, 1904; but that such an action can not be maintained as to conveyances made by adult allottees after April 21, 1904.

The restrictions were removed on the alienation of freedmen allottees in the Seminole Nation in April, 1914.

One hundred and seventy-ninth Federal Reporter, 13, modified and affirmed as to this point.

That is to say, it was modified so as not to include the land on which restrictions were removed, and affirmed with that modification.

Now, I will read to the committee from the same report, at page 448, entitled *Mullen v. United States*:

The relations of the United States and the Choctaw Indians by treaties and statutes in regard to the allotment of lands and the restriction of alienation reviewed, and held that where a person whose name appeared upon the rolls of the Choctaw Indians died after the ratification of the agreement of distribution and before receiving the allotment, there was no provision for restriction, but the land passed at once to his heirs; in such cases the United States can not maintain an action to set aside conveyances made by the heirs within the period of restriction applicable to homestead allotments made to members of the tribe during life.

One hundred and seventy-ninth Federal Reporter, 13, reversed as to this point.

I will say that the case reported in One hundred and seventy-ninth Federal, at page 43, was also reversed as to that point in cases reported in this volume at pages 471 and 413.

The case of *Bartlett et al. v. United States*, reported in 203 Federal Reporter, holds:

It is not within the power of Congress to impose restrictions on the alienation of land allotted to an Indian after the restrictions imposed by prior laws have expired.

The guardianship of the person of the fourteenth article claimants was relinquished when they were made citizens of Mississippi and subject to the laws of that State. The guardianship of the property of said claimants was relinquished when they were granted land without restriction on alienation. The relation of guardian and ward no longer exists between the United States and such claimants, and Congress is without power to compel their removal and without authority to force a compliance with the treaty.

Encomium after encomium has been passed upon the Choctaws, both in the House and in the Senate, and also in the committee hearings, but I have been unable to find a single word of praise that has ever been said in behalf of the Chickasaws?

I desire now to call your attention to a historical epitome of honor, of manhood, of hardihood, of courage, of bravery, and of endurance

that will stir the heart of every Chickasaw. Pickett's History of Alabama, at page 298, reads:

The Chickasaws have never been conquered. They could not be defeated by De Soto with his Spanish army in 1541; by Bienville with his French and southern Indians in 1736; by D'Artaguet with his French army and northern Indians; by the Marquis De Vaudreuil with his French troops and Choctaws in 1752; nor by the Creeks, Cherokees, Kickapoos, Shawnees, and Choctaws who continually waged war against them. No; they were the "bravest of the brave," and even when they had emigrated to the Territory of Arkansas, not many years ago, they soon subdued some tribes who attacked them in that quarter.

I read from Cushman's History of the Choctaws and Chickasaws, at page 421:

As it is the Choctaws' boast, "They never in war shed an American's blood," so it is the Chickasaw boast, "They never in war shed a white man's blood of English descent."

I read on:

But Bienville, still chafing like an enraged bear under the mortification of his defeat by the brave and patriotic Chickasaws, which but increased his desire and determination to destroy them and blot out their very name, devoted the year 1739 to preparation for another exterminating invasion into the country of that seemingly indomitable people, and as an introductory step to the more successful accomplishment and full realization of his designs he sent an embassy in March, 1739, to the Choctaws to conciliate their good will and obtain their aid. And, strange as it may appear, Bienville secured 32 villages out of 42 to the interests of the French.

Bienville was greatly pleased, as with the assistance of the entire Choctaw Nation his long-cherished hopes of exterminating the Chickasaws would now be fully realized. But to make his second attack upon them a sure and complete success, without the possibility of failure, he adopted every measure possible that might strengthen his plans; therefore called into requisition all the available troops he could command not only in Illinois and Canada, but even obtained troops from France; and still, to be more sure, he chose a different route from that by way of the Tombigbee River to again invade the country of that little nation of heroes for the avowed purpose of their extermination.

To the honor and praise of the Chickasaw people, it may truly be said: They fought single-handed and alone for 18 years against the French and their numerous Indian allies, kept them out of their country and maintained their independence to the last. Truly, history nowhere upon its pages, ancient or modern, records a nobler or braver little nation of people than the Chickasaws of North America. They defeated D'Artaguet and Bienville in 1736; Marquis of Vaudreuil in 1752, and Regio in 1753; and in 1771 sustained their authority over an extensive country, embracing the territory from middle Mississippi north to the mouth of the Ohio River, and from the Tombigbee River west to the Yazoo.

It has been said that the Choctaws fought under Jackson at the battle of New Orleans. You will find on page 483 a commission issued by George Washington to the chief of the Chickasaws making him a captain of his militia.

I read from page 522:

When the United States had resolved to gobble up the Chickasaw country also, as they had the Choctaws' two years before, John Coffee was sent to the Chickasaw Nation to order Ben Reynolds (the Chickasaw agent) to immediately assemble the chiefs and warriors in council to effect a treaty with them.

Three treaties (or rather articles) were drawn up, but were promptly rejected by the watchful and discerning Chickasaws. Then the fourth was written by the persistent Coffee; but with the following clause inserted to catch the noble and influential chief, the incorruptible Levi Colbert, which read as follows:

"We hereby agree to give our beloved chief, Levi Colbert, in consideration of his services and expense of entertaining the guests of the nation, 15 sections of land in any part of the country he may select."

"Stop! Stop! John Coffee," shouted the justly indignant chief in a voice of thunder, "I am no more entitled to those 15 sections of land than the poorest Chickasaw in the nation. I scorn your infamous offer, clothed under the false hood of 'our beloved chief,' and will not accept it, sir."

It is a historical fact that when the Chickasaws purchased an interest in the Choctaw Nation West they were placed on a scope of country immediately adjacent to the plains Indian or the wild tribes. They stood on the very frontier and beat back and fought off the hostile raids and encroachments of the warlike Comanche, Kiowas, and Apache. They stood on the very threshold of danger and stayed the hand of the aggressive Cheyenne and brave Arapahoe. They did all this for the Choctaw tribe. They stood between the Choctaw Nation and danger. They purchased their rights for a valuable consideration. Could a bona fide purchaser have made a greater sacrifice?

Now, gentlemen of the committee, is it your object and purpose to grant enrollment to the Mississippi Choctaw who did not have the courage, who did not have the heart, who did not have the nerve to face a wilderness and hostile tribes, and permit him to share in the benefits of a bona fide purchaser for value? Are you going to do that, gentlemen? Are you going to require the Chickasaws to answer for the debts, defaults, and miscarriages of the Choctaws, if there be any? Do you believe the courts will exact it? Do you believe justice demands it?

In conclusion let me state that in 1820 the Choctaw Tribe of Indians had a population of approximately 19,000 residing in the State of Mississippi and owning approximately 11,000,000 acres of land, 4,000,000 acres of land were ceded to the United States for their lands west. Ten million acres were left in the State of Mississippi. Out of the 10,000,000 acres the claimants under the fourteenth article of the treaty were entitled to allotments and those allotments were of greater acreage than the recent allotments in the Choctaw and Chickasaw Nations. Those who went west went to preserve the title to the land that only 4,000,000 acres had been exchanged for, were armed in part with a bow and a quiver of arrows; were armed in part with a rifle, a bullet mold and a shot pouch. They were poorly clad and scantily provisioned. The entire path of their emigration is marked by the tombstones of their fallen. They made this sacrifice to preserve the title to the land west, and after privation, hardship, and endurance they conquered a wilderness, builded homes, established a form of government, and then invited their Choctaw brothers, who had remained east, who had received lands, moneys, and script to come and share what they had preserved west; to come and enjoy the fruits of their sacrifices.

From year to year they appropriated moneys in order that the Choctaws east might remove west; from year to year they pleaded with and entreated the Choctaws who had remained east to come west and enjoy the property they had preserved by their efforts. When Congress, in 1908, closed the rolls to applicants of their own people, they held them open for the Choctaws who remained east; in 1900 they held the rolls open for applicants who had remained east; in 1902 they held the rolls open for those who had remained east; in 1902 they made a waiver as to proof for those who did not have the manhood and the courage to come west. Can you show me

anywhere a finer example of generosity and philanthropy? Can you show me anywhere a finer example of self-sacrifice by a tribe or by a nation? Now, what has the United States Government done for the Choctaw Tribe? Congress promised the Choctaw Nation in 1830 that no one should have title to their land west, preserved through trials and hardships, unless they lived upon it; Congress promised the Choctaw Tribe in 1830 that no one who refused to remove and assume the burdens of Choctaw citizenship and the responsibilities of Choctaw government should be entitled to share in their lands west. In 1896, when the Choctaw government surrendered the right to make its own rolls, Congress promised the Choctaw Tribe that the rolls would be made in accordance with its treaties, laws, usages, and customs. Congress promised the Choctaw Nation in 1908, when it surrendered its institutions and its tribal form of government, which it had passionately clung to through patriotism and national pride, that the rolls, when approved by the Secretary of the Interior should be final, and the persons whose names appear thereon and their descendants thereafter born should alone constitute the tribe. In 1902, when the Choctaw Nation made additional concessions, Congress agreed that no person whose name did not appear upon the rolls as therein provided should be entitled to in any manner participate in the distribution of the common property of the tribe; that it would keep inviolate the treaties and would not permit anyone to share in tribal funds or tribal moneys except those whose names appeared upon the rolls. The Choctaw Nation has never broken faith with the United States Government; the Choctaw Nation has never violated a treaty with the United States Government; the Choctaw Nation has never breached an act of the Congress. Will the United States Government now keep faith with the Choctaw Nation?

Gentlemen of the committee, I am a Chickasaw by blood. My employment was without solicitation or effort on my part. My pro rata share of the residue of the Chickasaw estate will little more than exceed my monthly salary as attorney for the tribe, but I would be pleased to-day if the entire affairs of both tribes could be settled and forever closed, that I might go home to my law practice, feeling that I had rendered some assistance to the committee and some service to my tribe.

I am indebted to the members of the committee for many courtesies. I appreciate the time and attention devoted by you to the interests of my tribe. I have implicit confidence in your judgment, and I feel assured that your report will be in accord with our laws, agreements, and treaties.



Part Nine

REPORT ON H. R. 12586.

JANUARY 2, 1915.

HON. JOHN H. STEPHENS,

*Chairman House Committee on Indian Affairs,
Washington, D. C.*

SIR: Your subcommittee appointed to investigate and report on H. R. 12586 begs leave to submit the following observations:

A careful and painstaking investigation of all treaties, laws, and other records bearing on this claim, including hearings lasting from April 1, 1914, until August 27, 1914, was gone into by your committee.

H. R. 12586 directs:

1. The Secretary of the Interior to enroll certain Mississippi Choctaws upon the rolls of the Choctaw Nation in Oklahoma with a full participation in their tribal estate.

2. To reopen the Choctaw rolls for the adjudication of 20,000 or more alleged claimants.

There are some Choctaws still remaining in Mississippi who have persistently refused and successfully resisted all efforts of the Federal Government and the Choctaw Nation to have them move west and affiliate with the tribe.

The testimony before the subcommittee discloses many thousands of persons of doubtful descent, African and other, living in Mississippi and surrounding States, who have attempted to assert claims as Choctaw Indians.

Such Indians of real Choctaw blood as still reside in Mississippi appear to take little interest in the claims asserted by their alleged attorneys. On the other hand, those claiming remote Indian blood and of doubtful descent have manifested much interest in being enrolled and sharing in a division of the Choctaw funds in Oklahoma.

The contention of these latter seems to have been inspired and augmented by certain attorneys who have sent agents among these people advising them that they were Indians and taking contracts for their enrollment for a contingent fee of from 30 to 40 per cent of recovery, and in many instances a small cash retainer in addition.

According to statements and admissions of these attorneys and their agents, two firms alone, those of Cantwell & Crews, of St. Louis, Mo., and Ballinger & Lee, of Washington City, D. C., and Ardmore, Okla., hold contracts with 15,596 individuals, carrying provisions for fees aggregating \$10,882,815.

The testimony further shows that a syndicate for the purpose of securing the enrollment of Mississippi Choctaws and a participation in the tribal estate of the western Choctaws has been formed under

the name "The Texas-Oklahoma Investment Co.," capitalized at \$100,000, \$25,000 of which has been paid in and used. The directors of this corporation are S. L. Hurlbut, of El Campo, Tex.; H. Master-son and W. A. Smith, of Houston, Tex.; and T. B. Crews and H. J. Cantwell, of St. Louis, Mo.

This claim of the Mississippi Choctaw attorneys for enrollment of their clients and participation in the Choctaw Nation's estate is by no means a new contention. The claim was, under direction of law, fully adjudicated by the Commission to the Five Civilized Tribes (House Doc. 274, 55th Cong., 2d sess.) and afterwards by the Federal court, to which appeal was taken (*Jack Amos et al. v. The Choctaw Nation*, Decisions of United States courts in Indian Territory, 465), both decisions being adverse to the Mississippi Choctaw contention for enrollment.

In rejecting the claim of nonresident Mississippi Choctaws the Commission to the Five Civilized Tribes said in part:

This historical review of the acquisition of this territory by the Choctaw Nation and its subsequent legal relations to it makes it clear in the opinion of this commission that the Mississippi Choctaws are not under their treaties entitled to all rights of Choctaw citizenship except an interest in the Choctaw annuities and still continue their residence and citizenship in Mississippi. (House Doc. 274, 55th Cong., 2d sess.)

In affirming the decision the United States District Court for the Central District of Indian Territory closed its decision with the following paragraph:

To permit men with, perchance, but a strain of Choctaw blood in their veins, who, 65 years ago, broke away from their kindred and their nation, and during that time, or the most of it, have been exercising the rights of citizenship and doing homage to the sovereignty of another nation, and have become strangers to the people, to reach forth their hands from their distant and alien homes and lay hold on a part of the public domain, the common property of the people, and appropriate to their own use, would be unjust and inequitable. It is therefore the opinion of the court that the absent Mississippi Choctaws are not entitled to be enrolled as citizens of the Choctaw Nation. The action of the Dawes Commission is therefore affirmed and a decree will be entered for the Choctaw Nation. (*Jack Amos et al. v. the Choctaw Nation*, Decisions of United States courts in Indian Territory, 465.)

An appeal was taken from these decisions by the attorneys for the Mississippi Choctaws to the Supreme Court of the United States and the Jack Amos case was dismissed upon motion of the attorneys for the Mississippi Choctaws (190 U. S., 873).

Several years subsequent to the date of these decisions excluding the Mississippi Choctaws from enrollment this matter was again taken up and readjusted by the legally constituted authorities of the Federal Government and the Choctaw and Chickasaw Nations in Oklahoma, by which agreement the Mississippi Choctaws were given additional time for identification and establishment of bona fide residence in the Choctaw Nation in Indian Territory. (Supplemental agreement, "An act to ratify and affirm the agreement with the Choctaw and Chickasaw Tribes of Indians, etc.," approved July 1, 1902.)

The Choctaw Nation in Oklahoma has dealt justly and liberally with the Mississippi Choctaws, always granting them full citizenship in their nation with all emoluments thereto whenever they would agree to affiliate with the tribe, and the Choctaw Nation in Okla-

homa is under no legal, equitable, or moral obligation to enroll the Mississippi Choctaws as citizens of the tribe in the West at this time.

By the agreements negotiated between the Federal Government and the Choctaw Nation all native western Choctaws were required to be on the reservation by June 28, 1898, or stand debarred from enrollment and participation in the tribal estate forever thereafter, and this rule has been strictly adhered to.

The time for establishment of residence on the reservation was extended to the Mississippi Choctaw claimants until July 1, 1903, giving the Mississippi Choctaws five years to move on the reservation after the time for establishment of such residence had been closed to the native Choctaws.

After 11 years were consumed by the Commission to the Five Civilized Tribes in making up the rolls of the Choctaw and Chickasaw Nations such rolls were affirmatively closed by action of Congress on March 4, 1907.

The rolls of the Choctaw Nation were held open to the Mississippi Choctaws from 1830 until March 4, 1907, giving the Mississippi Choctaws 77 years in which to complete enrollment with full benefits of citizenship.

The Federal Government as such is neither legally nor equitably obligated to enroll Mississippi Choctaws with the Choctaws west, and is under only such moral obligation to the Mississippi Choctaws as is due to dependent North American Indians who were originally occupants and owners of the soil and who have been deprived of their patrimony by white settlers.

The passage of H. R. 12586 would completely upset and undo 11 years of careful, painstaking work of the Interior Department in settling the affairs of the Five Civilized Tribes, turn the wheels of progress backwards for more than 20 years, and, as has been said by President Taft, "open up a Pandora's box of troubles, which the life of the present generation might not see closed."

The passage of H. R. 12586 would doubtless result in stupendous claims of millions of dollars against the Federal Government on the part of the Oklahoma Choctaws because of a division of their funds among persons whom the Federal commissions and Federal courts have decided were not entitled thereto.

Its passage would lend encouragement to grafting attorneys with contracts for enormous attorneys' fees, running into millions of dollars, and hold out inducement for procuring additional contracts from spurious claimants.

Your subcommittee therefore recommends that the Harrison bill (H. R. 12586) be not favorably reported by the House Committee on Indian Affairs.

Respectfully submitted.

C. D. CARTER, *Chairman.*

J. D. POST.

ROBT. P. HILL.

P. P. CAMPBELL.

Part Ten

REPORT OF THE SECRETARY OF THE INTERIOR ON THE HARRISON BILL (H. R. 12586).

THE SECRETARY OF THE INTERIOR,
Washington, January 8, 1915.

MY DEAR MR. STEPHENS: I have the honor to refer herein to a communication of August 12, 1914, from Hon. C. D. Carter, then acting chairman of the Committee on Indian Affairs of the House of Representatives, with which was inclosed a copy of H. R. 12586, entitled "A bill to reopen the rolls of the Choctaw-Chickasaw Tribe and to provide for the awarding of the rights secured to certain persons by the fourteenth article of the treaty of Dancing Rabbit Creek, of date September 27, 1830." He also referred to H. R. 4536 and requested that I consider the two bills together and make a report thereon.

Upon examination of H. R. 4536, I find that said bill is identical with H. R. 19213, introduced by Mr. Harrison of Mississippi in the Sixty-second Congress, second session, upon which last-mentioned bill the department submitted to your committee a report dated July 2, 1912. H. R. 12586, introduced in the present Congress by Mr. Harrison, is a similar bill to the above-mentioned bills except that in said H. R. 12586 an additional paragraph is included in section 2 to provide for the enrollment of all persons who were identified as Mississippi Choctaws by the Dawes Commission in its report of March 10, 1899, commonly known as the McKennon roll, and of all persons identified as Mississippi Choctaws by the Dawes Commission from March 10, 1899, to March 4, 1907, whose identification was approved by the Secretary of the Interior but whose names did not appear on the final citizenship rolls of the Choctaw and Chickasaw Nations.

The claims of Mississippi Choctaw Indians to recognition as citizens of the Choctaw Nation of Oklahoma and to share in the property of said Nation are based upon article 14 of the treaty of September 27, 1830. (7 Stat. L., 335.) Pursuant to the terms of the treaty, a large number of Choctaws were transferred from Mississippi to the country west, later known as Indian Territory. These Choctaws who so removed and their descendants now constitute the main body of what is known as the Choctaw Nation. There were, however, a considerable number of Choctaws who remained behind in Mississippi, some of them under the provisions of article 14 above mentioned.

Said article 14 provided that the persons who claimed thereunder should not lose the privilege of a Choctaw citizen, but if they ever removed were not to be entitled to any part of the Choctaw annuity. The Indians who remained behind under the provisions of said article 14 received either land in Mississippi or scrip, which gave the applicants the right to enter public lands in certain Southern States. A

part of said scrip, however, was later commuted by a money payment. Some of the fourteenth-article claimants later made their way west and joined the main body of the tribe in the Indian Territory. The Choctaw Council by various acts recognized the right of said absentee Mississippi Choctaws to remove to the nation, and actually invited them to do so.

Under the provisions of the Atoka agreement with the Choctaw and Chickasaw Tribes contained in the act of Congress of June 28, 1898 (30 Stat. L., 495), the supplemental agreement contained in the act of July 1, 1902 (32 Stat. L., 641), and later acts of Congress for the purpose of carrying out the provisions of said agreements, the claims of individual Mississippi Choctaw Indians to be identified and to be enrolled as entitled to share in the property of the Choctaw Nation were fully considered by the Commission to the Five Civilized Tribes and by the department after full hearing, at which the claimants had ample opportunity to present all the evidence which they could procure in support of their claims. Very few claimants were able to prove descent from an ancestor who received or applied for benefits under the provisions of article 14 of the treaty of 1830.

The history of the Dawes Commission enrollment work relative to Mississippi Choctaw claimants is very fully set out in a communication of April 14, 1914, from William O. Bell, at one time secretary of the commission to the Five Civilized Tribes. A copy thereof is inclosed for your information.

For your further information as to the history of the Mississippi Choctaw claims and of the department action in the preparation of the final rolls there is inclosed a copy of department letter of July 2, 1912, to the chairman of the Committee on Indian Affairs of the House of Representatives.

Judge William H. H. Clayton in his decision in the case of Jack Amos *v.* The Choctaw Nation, a copy of which may be found in the appendix of the annual report of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1901, said that no treaty or acts of the Choctaw Council or of any officer of the Choctaw Council since the treaty of 1830 could be cited, or at least he had not found them, whereby any right or privilege had been conferred, granted, or recognized in or to a Mississippi Choctaw so long as he remained away from his people, and that no right was recognized or conferred upon such absent Indian except upon the condition that he should remove to the nation, and the right was not to be consummated or enjoyed until actual removal.

Mississippi Choctaw Indians who, while the opportunity was theirs under the privileges accorded them, refused to emigrate with the tribe to the new country west, and who never shared in the burdens and hardships of the pioneer life incident to the establishment of the new tribal government west of the Mississippi, have at this late date (now that the tribal property of the Choctaw Nation made valuable by the emigrants is being divided per capita among the enrolled recognized citizens of the nation) no equitable right to share in said property.

With respect to the persons who were identified by the Dawes Commission as Mississippi Choctaws under the provisions of the act of Congress of June 28, 1898 (30 Stat. L., 495), but who failed to remove and make settlement in the Choctaw-Chickasaw country,

as required by the act of Congress of July 1, 1902 (32 Stat. L., 641, secs. 41, 42, 43, and 44), it may be said that, irrespective of their unfortunate condition of poverty and ignorance, there is no ground, legal or equitable, for holding the Choctaw and Chickasaw Nations responsible for the failure of said identified persons to comply with the law as to removal and settlement. No obligation rested upon the United States to provide means for the removal of such Indians.

Referring to the class of claimants whose names were contained in an identification roll submitted by the Commission to the Five Civilized Tribes on March 10, 1899, but never approved by the Secretary of the Interior, your attention is invited to the fact that the commission soon recognized the inaccuracy and incompleteness of that roll and requested the department to disregard it and to return the same to the commission. In order that there might be no doubt as to the standing of said roll, it was disapproved by the department on March 1, 1907. The larger part of the persons whose names were contained on that disapproved roll, were afterwards placed on the approved identification rolls, and those who complied with the law as to removal and settlement were enrolled on the final rolls of Mississippi Choctaw Indians.

In the investigation and examination of Mississippi Choctaw claims made in 1900 and the years following by the Commission to the Five Civilized Tribes every effort that was possible to be made was made by said commission to reach all persons who had any equitable claim to recognition as Mississippi Choctaws, and especially to find those who were full-blood Choctaw Indians.

H. R. 4536 and 12586 in effect provide, so far as the Mississippi Choctaw claimants are concerned, a general reopening of the rolls of the Choctaw Nation, necessitating a review of all the cases which had been adversely decided by the United States courts, the Department of the Interior, and the Choctaw and Chickasaw Citizenship Court, as well as the consideration of claims not heretofore presented or considered, and empower the Secretary of the Interior to determine the rights of the claimants upon such evidence as may be produced by the applicants, without regard to any adverse judgment or decision heretofore rendered by any court or commission to the Five Civilized Tribes, or the Department of the Interior, and without regard to any condition or disability heretofore imposed by any act of Congress.

The records of the department show that Mississippi Choctaw claimants have been to an unusual extent the victims of numerous extortionate contracts, and the correspondence in many cases indicates that contracts were obtained through misrepresentations as to the facts, and in some cases that such contracts were obtained from claimants who believed that the persons obtaining the contracts were Government agents. Your attention is invited to the report of Inspector McLaughlin, of this department, which report appears in print in the Congressional Record of July 10, 1914, commencing on page 13022.

Referring to section 9 of said bills, I am of the opinion that, in view of the large amount of tribal property yet to be disposed of and of other matters affecting the tribes, it would be inadvisable to abolish

the tribal organization of the Choctaw and Chickasaw Nations at the present time.

In view of the facts as presented to me, I am of the opinion that no legislation should be enacted for the reopening of the rolls of the Choctaw Nation for the benefit of the Mississippi Choctaw claimants.

Very truly, yours,

FRANKLIN K. LANE.

Hon. JOHN H. STEPHENS,
*Chairman Committee on Indian Affairs,
House of Representatives.*

Part Eleven

INDIAN APPROPRIATION BILL

HEARINGS

BEFORE THE

COMMITTEE ON INDIAN AFFAIRS

OF THE

HOUSE OF REPRESENTATIVES

PART 4



WASHINGTON
GOVERNMENT PRINTING OFFICE

1914

COMMITTEE ON INDIAN AFFAIRS.

SIXTY-FOURTH CONGRESS.

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FRANKLIN F. ELLSWORTH, Minnesota.

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JAMES WICKERSHAM, Alaska.

JAMES V. TOWNSEND, *Clerk*.

PAUL N. HUMPHREY, *Assistant Clerk*.

INDIAN APPROPRIATION BILL, 1917.

STATEMENT OF HON. SCOTT FERRIS, A REPRESENTATIVE IN CONGRESS FROM THE STATE OF OKLAHOMA.

Mr. FERRIS. Mr. Chairman and gentlemen of the committee, I have been sick in bed for two days with the gripe and shall not try to speak very loud and will not continue very long. I wish to apologize to you, Mr. Chairman, and to the committee for the consumption of so much time on Oklahoma matters, but in the height of good humor I must say that in this instance it is of the choosing of the gentleman from Mississippi rather than ourselves. He comes here and attacks a provision in this bill which is trying to carry out two solemn treaties made with the Oklahoma Indians for the payment to them of their own money.

Now, might I for a moment, gentlemen, say one word regarding the historical phase of this matter so that we may get started off clearly.

Ninety-six years ago all of the Choctaw Indians, approximately 19,000 in number, lived in the State of Mississippi. The treaty of 1820 was made to bring about their removal. It was entered into, signed up, and in all things agreed to. Under that immediately 15,000 of the approximately 19,000 Choctaws removed to Oklahoma in obedience to the treaty and in obedience to the wishes of the Government. They acted as wards of the Government, with the Government as the supervisor. Approximately 4,000 of the 19,000 remained in Mississippi.

In 1830 Congress made an additional treaty with these Indians, still seeking to get them to remove to Oklahoma with their brethren, and in that treaty they put in the fourteenth article of the treaty which is the sole and only claim that the Mississippians have ever made to any rights for those who remained in Mississippi. Let me read it:

ART. 14. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by section lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside on said lands intending to become citizens of the States for five years after the ratification of this treaty, in such case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity.

Now the last two lines of Article XIV is the sole thing upon which the Mississippians base their claim. There can be no other claim. They do not assert any other claim. It is all there is to it, so let us pass to that one proposition.

Between the passage of this treaty of 1830 and 1855, 3,400 of these 4,000 that remained went to Oklahoma, were enrolled, and in all things became members of the Oklahoma band of Indians, leaving approximately 700 behind. These 700 Indians had the right to go and take a section for every head of a family; to take a half section for every child over 10 years of age; to take a quarter section for every child under 10 years of age. I hold before you a complete list of Indian names of 143 families, taken from rolls of the Indian Office—it was then under the War Department. There are the names of 143 families who took their patent and deed just exactly as Congress intended them to.

MR. CARTER. That was the heads of families, the heads of families and children, too? How many does it include all told?

MR. FERRIS. Only 143 heads of families, but there are some others in addition. I present them to the committee so there can be no mistake about who they are, what they are, and that they actually received it.

List of Mississippi Choctaw Indians to whom patents were issued for land under the provisions of art. 14 of the treaty of Sept. 27, 1830 (7 Stat. L., 333-335).

Patentee.	Date of patent.	Remarks.
Ah-be-ho-kah.....	Jan. 13, 1846	
Aha-ma-tubbe.....	Sept. 3, 1846	
Agnes.....	Sept. 9, 1846	
Ah-be-nah-tubbe.....	Jan. 20, 1846	
Ah-chee-non-tubbe.....	Sept. 7, 1846	
Ah-chuk-mah-tubbe.....	Aug. 18, 1846	
Ak-kah-po-tubbe.....	do.....	
Ah-la-mo-tubbe.....	Dec. 1, 1845	
Ah-no-sa-cubbe.....	Oct. 14, 1846	
Ah-mum-po-lah.....	Dec. 24, 1845	
Ah-to-nee.....	Dec. 4, 1845	
Ah-to-bie-cha.....	Jan. 5, 1846	
Ah-took-lah-ho-nah.....	Sept. 4, 1846	
Ah-pas-sah too nah.....	Sept. 7, 1846	
Ah-woon-te-nah.....	Dec. 24, 1845	
Ah-wan-to-nah.....	Mar. 30, 1846	
Al-la-tah-ho-yo.....	Jan. 13, 1846	
Anah.....	Sept. 3, 1846	
Anolah.....	Feb. 4, 1857	And 2 children over 10 years of age and 3 children under 10 years of age at date of treaty.
A-nok-ae-tubbe.....	Nov. 3, 1837	
Anthie-Honah.....	Sept. 4, 1846	
Asholata.....	Sept. 3, 1846	
Aun-ah-che-mah.....	Oct. 14, 1846	
Aun-to-tubbe.....	Dec. 24, 1845	
Bah-ne-tubbe.....	Aug. 18, 1846	
Beams, Betsey.....	Nov. 23, 1846	In her own right and to "Vicey," her child over 10 years of age, and to "Amy" and "Kitty," her children under 10 years of age at date of the treaty.
Bell, Robert.....	Dec. 14, 1846	
Bo-le-ho-nah.....	Jan. 5, 1846	
Brashears, Alexander.....	Sept. 17, 1841	
Brashears, Deilah.....	Dec. 8, 1842	In her own right and for her 3 children over 10 and her 3 children under 10 years of age at date of the treaty.
Brashears, Rachel.....	June 21, 1841	
Brashears, Zaddock (commonly called Zaddock, jr.).....	Mar. 29, 1842	
Bryant, Louis.....	Jan. 29, 1840	
Buchanan, Charles.....	Aug. 20, 1841	
Buckles, Betsey.....	Feb. 17, 1838	
By-ana.....	Feb. 3, 1847	
Cah-mul-le.....	Jan. 13, 1846	
Carney, Jeremiah.....	Apr. 13, 1848	
Cha-fa-ho-na.....	Sept. 3, 1846	
Chanahajo (alias Oake Chanahajo).....	Dec. 14, 1846	
Cha-tum-bee.....	Sept. 9, 1846	
Che-caw (or Che-caugh).....	Jan. 5, 1846	
Che-mah-yo-ka.....	do.....	
Chuck-po-tubbe.....	Dec. 28, 1846	
Christie, William.....	Sept. 21, 1841	

List of Mississippi Choctaw Indians to whom patents were issued for land under the provisions of art. 14 of the treaty of Sept. 27, 1830 (7 Stat. L., 333-335)—(Continued.)

Patentee.	Date of patent.	Remarks.
Cobb, Samuel	Mar. 20, 1846	For himself and for his children.
Con-chi-hee-tubbe	Dec. 5, 1845	
Con-na-ho-te-mah	Jan. 20, 1846	
Coon-oon-tah-te-mah	Oct. 14, 1846	
Cun-e-mah-tubbe	Aug. 18, 1846	
Cun-oon-tam-be	Sept. 2, 1846	
Daniel	Apr. 13, 1848	
Durant, Fisher	Apr. 12, 1848	
Durant, Pierre	May 13, 1848	
Durant, Risseze	Dec. 14, 1846	
E-ah-pil-lah	Dec. 24, 1845	
Eahambee	Feb. 3, 1847	
Eahoo-ka-chubbee	do	
Eha-hah-tomah	Oct. 14, 1846	
Eia	Feb. 3, 1847	
Ela-ba-tubbe	Sept. 7, 1847	
Do	Dec. 14, 1846	
Elah-chubbee	Aug. 18, 1846	
Ela-pahoka	Feb. 3, 1847	
Ela-ham-tubbee	Sept. 9, 1846	
Eli-o-tubbe	Mar. 30, 1846	
Elizat	Sept. 4, 1846	
Emah-ho-to-nah	Jan. 13, 1846	
Emanoatona	Sept. 9, 1846	
E-me-sha	Jan. 13, 1846	
E-minta-ham-be	Sept. 8, 1846	
E-mok-lam-be	Oct. 14, 1846	
E-muck-a-to-na	Aug. 12, 1845	And to Ko-na-la-hona Sa-ho-yo, and Ta-na-cub-bee, her children over 10 years of age; and E-la-pa-ho-ka, her child under 10 years of age at date of treaty.
Ey-ya-tubbe	Dec. 21, 1837	
E-ya-la-ko-noh	Sept. 7, 1846	
Falissa	Sept. 9, 1846	
Feb-e-mah-ho-nah	Mar. 30, 1846	
Fe-le-ka-chubbe	Dec. 1, 1845	
Foster, William	June 6, 1844	In his own right and to his 2 children under 10 years of age at date of treaty.
Garvin, Henry	July 7, 1842	
Garwin, Benjamin W.	Aug. 11, 1845	For himself and 3 children under 10 years of age at date of treaty.
Graham, Susan or Susanna	Feb. 7, 1846	And her child over 10 years of age at date of treaty.
Ha-cubbe	Dec. 6, 1845	
Ha-la	Jan. 5, 1846	
Hall, William	June 29, 1841	
Hancock, Caroline D.	June 28, 1850	
Hancock, Jibal B.	do	
Hancock, Mary M.	do	
Hancock, William M.	do	
Hardaway, Hartwell	Nov. 23, 1841	
Harris	Apr. 13, 1848	
Heecatambe	Sept. 9, 1846	
He-o-te-mah	Oct. 14, 1846	
Hin-o-la	do	
Hia-tubbee	Dec. 21, 1837	
Hoccalahoma	Sept. 8, 1846	
Ho-ka	Sept. 9, 1846	
Hok-la-homa	Dec. 28, 1846	
Kok-o-lo-chubbe	Dec. 4, 1845	
Homer, John	June 29, 1841	
Hotaiahhona	Sept. 9, 1846	
Hotah	Dec. 21, 1837	
Ho-ta-mah	Oct. 14, 1846	
Ho-te-mah-lah	Mar. 30, 1846	
Ho-te-mah	Sept. 8, 1846	
Ho-te-mah-chubbe	Sept. 4, 1846	
Hotiah, Abbah (otherwise written Hoter)	Jan. 2, 1851	And to her 2 children (1 over 10 years and 1 under 10 years of age at date of treaty).
Ho-ti-yah	Mar. 30, 1846	
Ho-to-mah	Sept. 4, 1846	
Ho-to-man-ka	Mar. 30, 1846	
Ho-tubbe	Dec. 6, 1845	
Hoo-tubbe	Oct. 14, 1846	
Howell, Calvert (alias Calvin H.)	May 9, 1840	
Hoyo	Sept. 3, 1846	
Ho-yubbe	Dec. 11, 1845	
I-am-in-tubbee	July 17, 1845	
I-ah-le-pah	Dec. 24, 1845	
I-bah-osh-tah	do	

List of Mississippi Choctaw Indians to whom patents were issued for land under the provisions of art. 14 of the treaty of Sept. 27, 1830 (7 Stat. L., 333-335)—Continued.

Patentee.	Date of patent.	Remarks.
Ilie-ho-nah	Sept. 7, 1846	
Im-ah-ho-yo	Jan. 5, 1846	
Im-ma-no-a-ho-ka	Mar. 30, 1846	
Im-un-no-ubbe	Jan. 5, 1846	
I-o-pon-na	Dec. 11, 1845	
Isaac	Feb. 3, 1847	
Isha (or Ayaha)	Dec. 14, 1846	
Ish-man-tubbe	Mar. 30, 1846	
Ish-mi-ah	do	
Ish-no-ak-ke	Jan. 30, 1846	
Ish-ta-ho-le	Oct. 14, 1846	
Ish-te-la-mah	Aug. 18, 1846	
Ish-te-o-nah	Mar. 30, 1846	
Ish-ti-hok-ta	Jan. 5, 1846	
Ish-tim-e-le-chubbe	Mar. 30, 1846	
Ish-tim-lah-homah	do	
Ish-to-niah	Jan. 13, 1846	
Ish-to-nah	Mar. 30, 1846	
Ispia	Jan. 2, 1841	
Is-te-ubbe	Jan. 5, 1846	
Is-to-noka	Dec. 28, 1846	
Jacob	Mar. 30, 1846	
James, Adam	Sept. 30, 1844	
Jemmy	Dec. 14, 1846	
Jenkins, Jack	Oct. 10, 1842	
John	Oct. 14, 1846	
Joel	Sept. 9, 1846	
Johnson, George	Aug. 11, 1845	For himself and 7 of his children, and to S. D. Johnson, 1 of his children.
Johnson, Mary	do	For herself and 2 children under 10 years of age at date of treaty.
Jonas	Apr. 13, 1848	
Jones, John	Aug. 18, 1842	
Jones, Tennessee	Jan. 5, 1846	
Kan-che	Sept. 4, 1846	
Kanoon-tubbe	Dec. 14, 1846	
Kan-o-to-nah	Sept. 4, 1846	
Ko-na-la-ho-na	Dec. 28, 1846	
Koo-cha	Dec. 11, 1845	
Labrouse, Mathew	Jan. 12, 1839	
Lah-bah-tubbe	Jan. 5, 1846	
Lah-tubbe	Mar. 30, 1846	
Lap-pa-te-mah	Jan. 13, 1846	
Lapissa	Sept. 8, 1846	
Lightfoot, William	Mar. 10, 1843	
Lila	Apr. 13, 1848	
Low-ah-ho-ka	Mar. 30, 1846	
Lu-ock-ho-mah	Apr. 30, 1848	
Lush-ho-min-tubbe	Oct. 14, 1846	
Machata	Sept. 8, 1846	
Mah-la	Apr. 12, 1848	
Martha	Apr. 13, 1848	
Matona	Sept. 3, 1846	
McGilbry (alias McGilverry), John	June 21, 1839	
McGilbry (alias McGilverry), John	Apr. 8, 1845	As he had 4 children over 10 years of age at date of treaty, instead of 3 children.
McGilbry (otherwise called McGilvery), Lucy	Mar. 20, 1845	And to Susie, her child.
McGilbry (otherwise called McGilvery), Turner	Apr. 8, 1845	And to his 2 children under 10 years of age at date of treaty.
McGilvery, Gordon	Nov. 18, 1851	
Me-ha-shan-tah	Jan. 5, 1846	
Me-ah-she-cubbe	Dec. 6, 1845	
Me-he-tim-ah	Aug. 18, 1846	
Me-she-mah	Sept. 4, 1846	
Me-hah	Oct. 14, 1846	
Mima	Apr. 13, 1848	
Min-ta-ham-bee	do	
Mol-a-tubbe	Sept. 4, 1846	
Mol-la	Dec. 4, 1845	
Muncrief, Sampson	Oct. 24, 1838	
Murphy, George	Jan. 29, 1840	
Naccon-sha	Dec. 1, 1845	
Nah-ho-to-nah	Mar. 30, 1846	
Nail, Benjamin	Sept. 2, 1846	
Nail, Greenwood L.	do	
Nail, Marceline	do	
Nelson	Sept. 9, 1846	
No-ah-ho-nah	Oct. 14, 1846	
No-a-timah	Nov. 3, 1837	

List of Mississippi Choctaw Indians to whom patents were issued for land under the provisions of art. 14 of the treaty of Sept. 27, 1830 (7 Stat. L., 333-335)—Continued.

Patentee.	Date of patent.	Remarks.
Nok-e-ne-ham-be.....	Aug. 18, 1846	For herself and for 3 children over 10 years of age and 2 children under 10 years of age at date of treaty.
Nok-o-an-tubbe.....	Dec. 11, 1845	
No-que-ah.....	Apr. 13, 1848	
No-wah-ho-na.....	July 17, 1845	
Oak-la-yubbe.....	Dec. 11, 1845	And to his 2 children under 10 years of age at date of treaty.
Ogalaima.....	Sept. 8, 1846	
Ogleasta.....	Sept. 9, 1846	
Ohoya (or Ohoyo Tom).....	Jan. 20, 1888	
O-ka-in-cheek-mah.....	Sept. 2, 1846	
Ok-is-tam-bee.....	Mar. 30, 1846	
Ok-la-ho-ya.....	Jan. 13, 1846	
Ok-lah-kah-ho-ya.....	Sept. 7, 1846	
Oklanowah.....	Sept. 9, 1846	
O-na-ham-be.....	Jan. 2, 1841	
Ona-hain-in-taiah.....	Sept. 8, 1846	
Oon-ah-tubbe.....	Dec. 5, 1845	
Oun-tah-che-ah.....	Dec. 24, 1845	
Oxberry, James.....	Mar. 24, 1841	
Pah-tubbe.....	Dec. 14, 1846	
Paneebba.....	Sept. 3, 1846	
Paress, Antony or Anthony.....	Oct. 11, 1843	
Pa-sa-chubbe.....	Sept. 2, 1846	
Pa-shah-ho-nah.....	Dec. 11, 1845	
Pebworth, Henry.....	May 14, 1842	
Pe-his-tubbe.....	Jan. 20, 1846	
Pe-tah-ah-mah.....	Aug. 18, 1846	
Pie-yah.....	Sept. 7, 1846	
Pinson, Betsey.....	July 2, 1842	
Pis-ah-ha-mah.....	Sept. 2, 1846	
Pish-tah-o-nah.....	Jan. 13, 1846	
Riley, Patrick.....	Oct. 11, 1843	
Robertson, Lewis.....	Sept. 28, 1842	
Sahoyo.....	Dec. 28, 1846	
Sa-lah-ma.....	Mar. 10, 1843	
Sampson.....	Dec. 28, 1846	
Shota.....	Sept. 3, 1846	
Sho-tubbe.....	Sept. 4, 1846	
Silas.....	Sept. 8, 1846	
Shallahohoka.....	Dec. 28, 1846	
Sock-a-to-nah.....	Jan. 20, 1846	
Socke-tubbe.....	Jan. 13, 1846	
Sow-ah-tubbe.....	Dec. 24, 1845	
Stabohla (alias Stapolelona).....	Dec. 28, 1846	
Stanton, Allan.....	do.	
Su-Sa.....	Aug. 18, 1846	In his own right and to Cun-nah-ho-ya-E-lah-nola, and Ona-tubbee, his children over 10 years of age, and to O-quah-ha-nah and Cun-nah-la-tubbee, his children under 10 years of age at date of the treaty.
Syllin.....	Sept. 8, 1846	
Ta-ho-ba.....	Sept. 7, 1846	
Tah-ho-pe-ah.....	Dec. 4, 1845	
Tah-lah-mo-tubbe.....	Sept. 8, 1846	And to Hota-tubbee, his child over 10 years of age, and Iota-tubbee and E-mo-konah, his children under 10 years of age at date of treaty.
Tah-te-nah.....	Jan. 20, 1846	
Tah-pa-nis-to-nah-ho-nah.....	Nov. 23, 1846	
Tallawahomibbee.....	Feb. 3, 1847	
Tanacubbee.....	Dec. 28, 1846	And to Sinai Tom, Sophia Tom, Levicy Tom, and Hamah Tom, his 4 children under 10 years of age at date of the treaty.
Tilly.....	Sept. 9, 1846	
Te-hr-cubbee.....	Aug. 12, 1845	
To-bla-chubbee.....	Dec. 1, 1845	
Toby (alias Tobba), James.....	do.	Patent surrendered and new patent issued July 14, 1848.
Tom, Jim.....	Feb. 26, 1841	
Tom, Jack.....	Apr. 4, 1849	
Tomahoka.....	Sept. 9, 1846	
To-ne.....	Mar. 30, 1846	
Took-lah-tubbe.....	Oct. 14, 1846	
Turnbull, William.....	Oct. 11, 1843	
Tus-ka-ah-tubbe.....	Oct. 14, 1846	
Tuskiaha.....	Dec. 14, 1846	
Tussaka.....	Dec. 28, 1846	
Tu-wah-kee.....	Oct. 14, 1846	
Tu-wa-tu-cha.....	Mar. 10, 1843	

List of Mississippi Choctaw Indians to whom patents were issued for land under the provisions of art. 14 of the treaty of Sept. 27, 1830 (7 Stat. L., 333-335)—Continued.

Patentee.	Date of patent.	Remarks.
Tu-wa-tu-cha.....	July 14, 1848	
U-ba-hen-ah.....	Dec. 5, 1845	
Un-ah-han-tubbe.....	Sept. 2, 1846	
Un-ah-tubbe.....	Jan. 13, 1846	
Un-ta-hi-o-che.....	Dec. 4, 1845	
Un-tim-ah-ho-nah.....	Sept. 7, 1846	
Walker, John.....	June 29, 1841	
Ward, Tobias.....	Sept. 3, 1846	
Wa-tubbe.....	Dec. 24, 1845	
Wes-hock-she-homa.....	Sept. 3, 1846	
Wesley.....	Feb. 3, 1847	
Ya-ha-mah.....	Sept. 2, 1846	
Yem-e-tubbe.....	Dec. 24, 1845	
Yem-ma-hubbe.....	Sept. 2, 1846	
Yem-o-ho-nah.....	Sept. 7, 1846	

THE CHAIRMAN. What is the date of that roll? These rolls are all available in the Indian Office here in Washington.

MR. FERRIS. It was the Douglas-Cooper muster rolls. That shows them, and there were War Department records transferred to the Indian Office and can be had in the Indian Office.

THE CHAIRMAN. What year was it made in?

MR. FERRIS. Between 1830 and 1855, along during that period. The dates they received patent is opposite their respective names in each case.

Later came an act of Congress which provided that for those who would not take land—and there was some maltreatment of Indians, by some Government agent, as suggested by Mr. Harrison—land was not worth much at that time and only 143 families would take it. Congress came along and made a supplemental provision for these and said they may have scrip, which is a certificate which allows them to take land anywhere in three or four States that they desire.

I hold in my hand a list of Indians that received scrip, 3,885 of them in number, and there are the Indian names. Here are the dates on which they received it. This is also from the Indian Office. I will pass this around so that you can see it. I will also incorporate it in the record so it can be referred to later. It is as follows:

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842 (5 Stat. L., 513), in lieu of land to which they were entitled under article 14 of the treaty of Sept. 27, 1830 (7 Stat. L., 333-335).

Anolata.
Aletisteia.
Anonitama.
Ashahoma.
Alonesa.
Anontamla (or Anotaioubbee).
Anontona.
Anointubbee.
Anatambee.
Ataiahona.
Alamantubbee.
Alahoma.
Anaintubbee.
Alanantubbee.
Ahotema.
Akomotubbee.

Anocwaatonah.
Atanahajo.
Apatubbee.
Athpota.
Antamba.
Aleisteia.
Alahotema.
Anokcheto.
Apolo-apah.
Ashatema.
Akostellatubbee.
Alchma.
Atakohubbee.
Altona.
Anahoyo.
Atabotema.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Ashahema.
 Alanintubbee.
 Apala-hoka.
 Ancubbee (or Ooncubbee).
 Alatahoma.
 Athtolahoka.
 Anontee-na.
 Allah-ho-te-mah.
 Ah-fah-mo-ah.
 Ah-te-ubbee.
 Ah-pock-ah-mah-tubbee.
 Ah-tah-chubbee.
 Ah-te-uh-la-ho-ka.
 A-o-nah-ha-mah.
 A-low-a-ho-nah.
 Ah-pock-ar-mah.
 Ah-chah-fah-tubbee.
 An-no-sa-tubbee (or Pessahtubbee).
 A-bon-wa-te-mah.
 Ah-ta-hah.
 A-he-ah-tubbee.
 Ah-ne-la-ho-yo.
 Ah-took-ko.
 Ah-po-to-tubbee.
 Ah-no-yo-ka.
 Ah-chah-fah-le-mah.
 Ah-ho-te-mah.
 Ah-lah-ka-tubbee.
 Ah-fah-mo-ah.
 Ah-no-ah-ka.
 Ah-la-mah-ho-nah.
 Ah-na-sa.
 Ah-no-le-che-mah.
 Ah-pok-ah-nan-tubbee.
 Ah-pa-sah.
 Ah-no-lah.
 Ah-lock-ka-cha.
 Ah-to-nubbee.
 Ah-la-chubbee.
 Ah-to-shoubbee.
 Ah-min-tubbee.
 Ah-pah-lah-ho-nah.
 Ah-lo-co-tubbee.
 Ah-took-la.
 Ah-pah-tubbee.
 Ath-tubbee.
 Ah-mesa-cubbee.
 Ah-pah-sah-te-mah.
 Ah-mo-gla-tubbee.
 Ah-chi-ah-tubbee.
 Ah-be-hah-tah.
 Ah-sha-la-tubbee.
 Ah-ho-la-to-nah.
 Ah-chah-pa-tubby.
 Ah-na-chubbee.
 Ah-no-fa-nubbee.
 Abba-ho-nah.
 Ah-nook-tah-lubbee.
 Ah-moon-pish-ah-cha (or He-tuck-loo-ah).
 Ah-to-la.
 Ah-no-ka.
 Ah-to-nan-ka.
 Ah-took-ah-lah.
 Ah-to-no-ham-bee.

Ah-hath-la.
 Ah-pe-sah-tubbee.
 Ah-lo-min-chubbee.
 Ah-mak-ham-ubbee.
 Ah-no-ah-ha-cubbee.
 Ah-no-skoo-nah.
 Ah-ho-tu-nah.
 Ah-no-ho-tim-ah.
 An-tim-ah.
 Ah-na-hoak-ho-nah.
 Ah-chuck-ma.
 Al-me-ho-ye.
 Ah-ho-nah.
 Ah-na-tim-ah.
 Al-moon-tubbee.
 Al-e-he-mah.
 Ah-la-che.
 An-un-tim-ah.
 As-she-ap-ki-ka.
 Ah-kah-ne-ubbe.
 Ah-no-le-chubbee.
 An-thle-no-nah.
 Ah-be-ho-ka.
 Ah-chaffa-ho-nah.
 Ah-che-lah.
 Ah-be-ne-tubbe.
 Ah-moon-to-nah.
 Ah-took-co-la (alias Andrew Wier, i. e., Ware).
 Ah-take-ah-ho-nah.
 Ah-ish-tim-ah.
 Ah-bah-ka-tubbee.
 Ah-be-ho-nah.
 An-o-ok-mah.
 Abit-ish-tiah.
 Ah-to-ko-tubbe.
 Al-be-ish-to-nah.
 Ah-che-to-nah.
 Ah-look-lin-tubbee.
 A-mah.
 Ah-no-le-ho-na.
 Ah-cho-ah-ho-ka.
 Ah-sha-ho-ka.
 Ah-bah pil-a-ba-ka.
 Ah-kas-te-ma-tubbee.
 Ah-noo-se-ho-nah.
 Ah-to-chubbe.
 Ah-fab-moon-tubbee.
 Ah-te-ko-fubbe.
 Ah-nubbe.
 Ah-took-ah-li-ah.
 Ah-he-o-ke.
 Ah-tah-ho-nah.
 Ah-lo-me.
 Amah.
 Ah-pe-la-tubbe.
 Ah-be-tah-tah.
 Ath-la-ho-yubbe.
 Ah-che-tubbe.
 Ah-toke-ah-to-nah.
 Ah-che-ah-tubbe.
 Ah-che-bah.
 Ah-mok-le-tubbe.
 Ah-he-kah-ho-nah.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Ah-yo-mah-te-kah.	An-uk-fil-le-te-mah.
Ah-lo-mah-tubbe.	Ah-it-is-te-ah.
Ah-hooklin-tubbe.	Ah-she-chin-ah.
Ah-shal-in-tubbe.	Ah-le-ho-ka.
Ah-muk-fil-le.	Ah-tubbe.
Ah-lo-ko-tubbee.	Ah-ne-ho-te-mah.
Ah-took-la-ho-ka.	Ah-pis-sal-la.
Ah-fa-ko-me-ho-nah.	Ah-ho-yo.
An-it-im-ah.	Ah-mi-yah.
Al-mo-tubbe.	Ah-cha-pa-ho-nah.
Ah-ho-la-tim-ah.	Ah-she-lah.
Ah-thlup-pik-chi-ah.	Ah-pa-sa-tan-he.
Al-be-hah-tubbe.	Ah-la-che.
Al-be-ho-chi-ah.	Ah-wa-che-ho-nah.
Ah-ki-sah.	Ah-puk-yo-hubbe.
Ah-ho-nah.	Ab-be-ish-ti-yah.
Ah-chuck-mah-he-ah.	Atuk-lam-be.
Ah-ko-moon-tubbee.	Ah-pah-lah-ho-nah.
Ah-look-la-tubbe.	Ab-ti-ti-yah.
Ah-ka-ko-tubbe.	Ah-fah-mah.
Ah-lo-te-shubbe.	Ah-fa-ko-ma-to-nah.
Ah-la-chun-ah.	Ah-chuk-ma-tubbe.
An-ha-tun-ah.	Ah-took-la-ho-mah.
Ah-tho-me-ho-nah.	Ah-no-la-ho-nah.
Ah-e-nah.	Ah-koo-chun-tubbe.
Ah-kah-pul-e-tubbe.	Ah-che-le-tah.
Ah-to-bo-tubbee.	Ah-cho-mah-kah.
Ah-be-ho-nah.	Ah-lo-mah.
Ah-pa sah-ho-ka.	Ab-be-ho-nah.
Ah-pa-la-ho-nah.	Ah-lah-nah-tubbe.
Ah-tah-ho-nah.	Ah-no-ah-tubbe.
Ah-che-ah.	Ah-took-lah-tubee.
Al-moon-to-nah.	Ah-nook-we-ah-che.
Ah-fah-moon-tubbe.	Ah-ka-che-ho-nah.
Ah-sho-me-kah.	Ah-nook-lah.
Ah-ash-tubbe.	Ah-lo-mah-tubbe.
Ah-no-ah-ham-bee.	Ah-to-la.
Ash-ha-cam-bee.	Ah-cha-fo-tubbe.
Ah-ha-to-nah.	Ah-che-lah.
Ah-no-sa.	Ah-pa-sa-ho-nah.
Ah-be-ne-tubbe.	Ah-nook-fille.
Al-be-ho-nah.	Ah-ne-po-tubbe.
Ah-to-la-te-mah.	Ab-it-ik-ah-ne-wah.
Ah-tah-le-ho-nah.	Ah-pa-san-tubbe.
Ah-chiah.	Ah-fa-ko-me.
Ah-chah-ah-tubbee.	Ah-cha-le-tah.
Ah-wah-te-ah.	Ah-che-ah.
An-tubbe.	Ah-pe-lah.
Ah-lo-sho-mo-tubbe.	Ah-cha-fo-ho-nah.
Ah-ho-te-nah.	Ah-nook-fille-hoka.
Al-be-te-ah.	Ah-ne-hoon-tubbe.
Ah-tah-le-ah.	Ah-che-to-nah.
Ah-noo-tom-be.	Ah-hak-po-tubbe.
Ah-nook-wah-ah-too-nah.	Ash-tubbe.
Ah-tah-be-le-ho-nah.	Ahe-min-tubbe.
Ah-to-catch-a.	Ah-fa-no-tubbe.
Ah-unk-fa-la.	Ah-cha-po-tubbe.
Ah-no-ah-ta-cubbe.	Ah-nook-we-ah.
Ah-e-o-ka-tim-ah.	Ah-no-sa-tubbe.
Ah-pe-le-tubbe.	Ah-po-to-he.
Ah-che-ah-ho-nah.	An-cha-to-nah.
Ah-to-no-ho-nah.	Ah-no-la-tubbe.
Ah-pa-la-ho-nah.	Ah-pa-sa-ho-nah.
Ah-no-ah-tam-be.	Ah-no-si.
Abbe-to-ble-tubbe.	An-tubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Abbe-took-chi-ah.	Ah-man-tubbe.
Ah-che-ah-so-nah.	Al-o-ma-cha.
Ah-took-li-ah.	Ah-pe-hah-tubbe.
Al-a-te-mah.	Ah-chuck-mish-tubbe.
Ah-nook-fil-la.	Ah-no-ha.
Ah-nook-hum-ah.	Ah-to-be-tubbe.
Ah-lo-mah-ho-nah.	Ah-no-la-che-mah.
Ah-chuk-mo-ho-yo.	Ah-took-ah-lah.
Ah-che-ah.	Ah-chuck-mah-to-tubbe.
An-tah-ho-nah.	Ah-to-kah.
Ah-look-le-tubbe.	Ah-take-ah-te-mah.
Ath-ta-lam-la.	Ah-to-bah-tubbe.
An-ta-te-mah.	Ah-pis-ta-ka-tubbe.
Ah-noon-tubbe.	An-tah-ha-mah.
Ah-took-lan-tubbe.	Ami-yah (or Emi-yah).
Abbe-neen-tubbe.	Ah-wa-tu-nah.
Al-noon-tubbe.	Ah-to-lah-tubbe.
Ah-cha-kah-hoo-nah.	Ah-che-to-nah.
An-chok-to-nubbe.	Ah-chick-mah-ho-nah.
Ah-the-ho-nah.	Ah-lo-wa-tubbe.
Ah-pa-sah-ho-ka.	Ah-hum-me.
Ah-no-si.	Al-be-tiyah.
Ah-fa-ma-ho-ka.	Ah-po-la-chubbe.
Ah-nook-cha-mah-ho-nah.	Ash-wak-tubbe.
Al-be-chef-fah.	Ah-ho-nah.
Ah-che-ubbe.	Ah-ca-no-tubbe.
Ab-no-la-ham-bee.	Ah-che-toma.
Ah-wa-che-ho-nah.	Ah-che-le-tubbe.
Ah-wah-che (alias Ah-wah-che-ho-nah).	Ah-cho-ah.
Ah-nook-che-to.	Ah-no-wah-tubbe.
Ath-ko-la.	Ah-moon-ti-yah.
Ah-tah-she-nah (alias Hash-tah-sho-nah).	Ah-chuck-mah-to-ka-tubbe.
Ah-po-tubbe.	Ah-onk-tim-ah.
Ah-hom-lah.	Ah-oon-tam-be.
Al-moon-tubbe (or Oon-an-cha-tubbe).	Ah-tuk-la-me-ho-nah.
Ah-man-to-nah.	Ah-ha-tam-be.
Ah-pok-a-mah.	Ah-ta-hubbe.
Ah-took-ah-lan-tubbe.	Ah-ho-yo-tubbe.
Ash-ka-ma.	Ah-ho-gla-cha.
Ah-be-ti-ah-ho-ka.	Al-is.
Ah-yo-ah-ho-nah.	Ah-cha-fon-tubbe.
Abbe (or Ah-nah-be).	Ah-pa-san-tubbe.
An-an-to-ma.	Ah-be-chunk-tah.
Ah-ne-he-nah.	Ah-chu-nan-tubbe.
Ah-chah-le-ho-nah.	Ah-pa-sam-la (or Pa-sam-lee).
Ah-fum-ah-took-a-lo.	Ah-ho-nah.
Ah-to-ga-te-mah.	Ah-fah-nah.
Ah-ne-he-mah.	Ah-fun-nee.
Ah-nook-we-ubbe.	Ah-pul-e-chubbe.
Ah-pa-lah-to-nah.	Ah-ho-ka.
Ah-toog-la-he-nah.	Ah-kah-me-zubbe.
Ah-le-ho-tonah.	Ah-cah-lah-honubbe.
Ah-to-ble-cha.	Ah-pa-nam-tim.
Ash-chin-tubbe.	Ah-chuf-fah-take-ubbe.
Ash-te-ah-ho-nah.	Ah-chunk-ma-ho-ka.
Ah-chi-ah.	Ah-po-la (or Big Billy).
Ah-chin-tubbe.	Ah-nook-chin-to.
Ah-chuck-mah-tubbe.	Ah-pa-sa-ka.
Abbe-ho-yo.	Ah-the-o-hubbe.
Ash-ho-nah.	Ah-ka-na-la-tubbe.
Ah-wan-tubbe.	An-ta-ho-na.
Ah-po-to-le.	Allice.
Ah-took-ah-lan-tubbe.	Ah-to-ko-ah.
Ah-la-mah-ho-mah.	Alth-to-ca-ho-nah.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Ah-chuk-a-la.
 Ah-can-non-tubbe.
 Ah-le-noon-tubbe.
 Ah-mo-te-ah.
 Ah-pah-ta-tubbe.
 Ab-be-ho-ka.
 Ah-pa-kah-tubbe.
 Al-ca-in-ta.
 A-num-brilla.
 Ak-an-ubbe.
 A-che-ho-ka.
 Augustin.
 Ala-ti-ya (alias Ho-le-te-a).
 A-be-ha-ya.
 Ah-nook-fa-lah.
 Ah-to-sho-tubbe.
 Ah-pa-hah (alias Johny Walk).
 Ah-pis-ah-te-mah.
 Ah-nah-ho-te-nah.
 Ah-min-tubbe.
 Ah-no-sa-cubbe (or No-sa-cubbe).
 Ah-cha-can-tubbe.
 Ah-lah-ho-ka.
 Ah-pa-lah-ho-nah.
 Ah-lah-ta-mah.
 Ah-pa-san-tubbe.
 Ah-took-ah-lah-him-ah.
 An-a-in-ta.
 At-ta-tam-ca.
 An-ti-kubbe.
 A-to-ni-cubbee.
 A-cha-i-a-tubbe.
 An-ti-cub-kubbee.
 Ah-be-hat-tah.
 Ah-fo-kah-tubbe.
 Ah-ne-te-mah.
 An-ok-che-to.
 Ab-a-wa-la.
 A-po-la-tubbee.
 Achi-a.
 Al-a-la-ko-la.
 Ash-o-mo-ta.
 A-hath-la.
 An-na.
 A-ya-to-na.
 Ah-o-la-ta.
 Ah-la-ha-ma.
 Al-a-te-ma.
 Ano-la-ho-na (alias Yin-ma-ne-la).
 A-cha-la.
 Ah-be-coo-chah.
 An-thle-hubbe.
 Ans-coon-la-tubbe.
 Ah-tuk-la-me-ho-nah.
 Ah-cho-man-tubbe.
 Ash-tubbe.
 An-tu-nah.
 Aush-tubbe.
 Ah-hi-o-tubbe.
 Ah-chuck-a-la-mah.
 A-hu-ta.
 Amos.
 An-un-tubbe.
 Ah-fa-koma.

Al-it-o-nah.
 Bun-na-ho-na.
 Bo-leho-na (alias To-lo-le-ho-na).
 Binia.
 Butah.
 Bling-a-tubbe.
 Ba-maha.
 Beck-y.
 Bi-a-ta.
 Bil-la.
 Bah-fo-cubbe.
 Bah-pis-sah.
 Be-lin-go-nah.
 Beckey.
 Bun-na-chubbe.
 Bah-sa.
 Be-lin-kat-tah.
 Be-nah.
 Be-nan-cha-ho-ka.
 Bah-fun-ka.
 Ben.
 Bun-ah-tu-nah.
 Bum-ah-tah-ka (or Tik-be-ubbe).
 Becka.
 Bessy.
 Buch-ah-hono.
 Be-nan-che.
 Bah-la-ho-nah.
 Bah-ho-te-nah.
 Bah-te-nah.
 Bah-ah-nubbe.
 Bo-la.
 Bah-na-tubbe.
 Ba-ho-nah.
 Ba-ha-ka.
 Bah-ka-tubbe.
 Be-nin-tubbe.
 Bah-nubbe.
 Bell David.
 Basey.
 Becky.
 Bu-mah.
 Bat-sey.
 Be-lin-go-nah-gohn.
 Bah-nah-tubbee.
 Bah-tubbee.
 Bah-na-che.
 Be-na-tam-le.
 Boh-tubbe.
 Boh-cha-lah.
 Bi-o-glah.
 Bo-ha-le.
 Bah-na-tubbee.
 Bob Captain (alias Mingo-ho-nah).
 Belink-at-tah.
 Can-a-ho-yo.
 Chompah.
 Che-mo-na.
 Chickasa.
 Cun-ne-a-ho-na.
 Cun-ne-a-tubbee.
 Charles.
 Con-sha-tubbee.
 Chis-he-ho-ma (alias Capt. Red Post Oak).

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Conam-o-mubba.	Cun-e-mah-tim-ah.
Chonk-choo.	Cun-un-tah-lee.
Can-on-e-ta-la.	Can-un-tah-mah.
Cun-ne-a-tubbee.	Cun-e-ubbe.
Chom-pa.	Cun-e-mam-lee.
Chok-ma-he-ma.	Cun-e-me-yubbe.
Can-che-te-ma.	Co-ah-ho-mah.
Cunnam-an-tubbee.	Cun-e-mah.
Can-cha-to-na.	Chaffa-to-nubbe.
Chil-le-tam-la.	Cun-e-o-te-kah.
Can-cha-ho-ka.	Che-kah.
Chonnis.	Cun-e-mah-ho-nah.
Chuffa-to-na.	Chin-alle.
Can-pa-lubbee.	Chille.
Che-hom-bee.	Captain Bob (or Mingo-oma).
Co-cha-tubbee.	Che-ma-ho-ka.
Cun-na-cha.	Co-tah.
Cun-ne-chubbe.	Chal-le.
Cah-to-nah.	Chak-al-e-che.
Che-no-lah.	Cun-e-te-mah.
Charles.	Con-cheto-nah.
Chuffa-ta-no-la.	Che-po-lah.
Co-lick.	Chah-hubbe.
Cun-ne-chubbe.	Cun-e-ish-tu-nah.
Cah-la-tubbee.	Cun-e-o-te-mah.
Cun-ne-ubbee.	Can-e-tam-le.
Cun-ne-ah-tubbee.	Chul-le.
Cah-la-tubbee.	Coon-on-tan-te-mah.
Cun-ne-o-nah.	Cun-noon-to-mah-la-ho-ka.
Cun-ne-ah.	Chah-ah-tubbe.
Chuffa-tubbee.	Con-ah-la-chubbe.
Cun-ah-he-mah.	Che-ho-nah.
Carson.	Chum-pah-te-mah.
Cah-to-nah.	Cun-ne-mah-chubbe.
Com-pal-tubbee.	Che-ho-te-mah.
Con-noon-tam-lee.	Cun-ubbe.
Chamis.	Chuf-ah-tam-be.
Cun-ne-ish-to-nah.	Con-che-ho-ka.
Charles.	Cun-e-mah-tim-ah.
Cah-la-ho-na.	Cun-ah-min-chubbe.
Cun-ne-che-nah.	Chane.
Cun-a-la-to-nah.	Cun-e-mo-nubbe.
Cun-ne-mo-nubbee.	Chan-le.
Ce-lia.	Cun-e-me-tim-ah.
Cun-ne-ubbee.	Cun-u-ta-cubbe.
Cun-na-see.	Con-she-ho-yo.
Cun-ne-ho-chubbee.	Chef-fa-to-nah.
Co-chubbee.	Charles.
Cun-noon-ta-mah-ho-nah.	Chit-o-kubbe.
Cun-noon-tah-cubbee.	Chil-la-ti-yah.
Cun-noon-tah-cubbee.	Chuf-fa-ho-ka.
Creesay.	Chook-mam-le.
Cun-ne-tam-bee.	Cha-le-ho-nah.
Con-che-te-mah.	Chaf-ubbe.
Chah-ley.	Cheffa-to-nah.
Cun-no-ma-tubbee.	Che-co-tubbe.
Cus-cahtick-lah (or Yock-a-na-ho-mah).	Cha-wah-te-ah.
Chille-tah.	Chick-a-mah.
Cun-na-mam-lee.	Chef-fa-to-no-wah.
Chin-sah.	Cha-lan-tah.
Cun-noon-tah-chubbee.	Chick-a-sah-ho-ka.
Chum-tah.	Chef-fo-ti-yah.
Cun-ah-ha-mah.	Choh-oka (or Ah-chu-wah).
Cun-e-mam-la.	Che-mah.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Chuk-fy-noo-sa.	Che-ni-la-ho-ka.
Chil-le-tam-be.	Con-o-he-mah.
Chuf-fa-tu-nubbe.	Con-sha-ho-nah.
Chef-fa-tu-nubbe.	Cun-oon-ta-kah.
Chef-fa-ho-ka.	Chuf-fa-tubbee.
Chick-oon-tubbee.	Che-ho-a-to-na.
Chif-fo-ti-ya.	Cha-cha.
Chuf-fa-tubbee.	Cha-co-nubbee.
Chef-fah-bin-lubbe.	Co-cha-tam-co.
Cun-ne-tam-be.	Carson (or Ka-chi-en).
Che-lok-kee.	Chuf-fa-ta-no-la.
Chick-e-mah-yo-ho.	Cham-pa-ya (or Sham-pi-a).
Chum-pah-te-mah.	Choom-pa-ho-ka.
Can-o-me-tubbe.	Chuffa-tubbee.
Cun-e-ah-he-mah.	Cobb Pickens.
Cun-e-ah-hok-tah.	Cobb, Any.
Cun-e-moon-tubbe.	Cobb, Molly.
Cun-oon-te-mah-homah.	Chuffa-to-ke-ubbe.
Cum-un-mubbee.	Chook-ah-tal-le.
Cun-e-ah-ston-ah.	Cush-o-nah.
Cousin.	Chil-le-ta.
Con-ah-la-châ.	Cun-oon-tick-cah.
Con-sha-lah.	Cune-me-tim-ah.
Cun-oun-tam-be.	Chok-tah-ho-ma (or Pis-it-ti-yah).
Cun-e-mah-tubbee.	Chas-po-ho-nah.
Con-e-moon-tubbee.	Che-mah-le-ho-ka.
Con-sha-ho-ka.	Cut-te-o-to-mah.
Cun-e-mo-nubbee.	Cun-ne-me-ubbe.
Choom-pah.	Caleb, John.
Chum-pah-ho-ka.	Con-she-ho-ka.
Chah-e-te-mah.	Cole, Colbert.
Cun-ne-ah-ho-nah.	Cole, John.
Con-che-ton-nah.	Cole, Augustin.
Chum-pah-te-mah.	Dyer, Lucinda.
Cun-e-o-to-nah.	Dyer, Nelly.
Cun-ne-te-nah.	Dyer, Jeremiah.
Che-cah-ta.	David.
Cha-po-la.	Dixon.
Chick-a-sha.	Davis.
Che-mi-o-ka.	Dennis.
Cut-tah-ho-chubbee.	Durant, Pierre.
Che-ah.	Durant, George.
Chief-fah-tam-lee.	Durant, Vina.
Cun-ne-tubbe.	Durant, Sylvester.
Cun-ne-o-to-nah.	Durant, Jefferson.
Chubbee.	Durant, Isham.
Chah-la.	Durant, Sophia.
Com-pa-lubbee.	Durant, Charles.
Cun-ne-tam-bee.	Dyer, Polly.
Cut-a-po-la.	E-o-ta.
Chik-mah-em-ah-tubbee.	E-mait-cha-tubbee.
Cun-e-me-to-nah.	Esteeupunna-koka.
Cole-Coleman.	E-la-ho-yo-ta-ma.
Colbert.	E-mach-o-nubba.
Cham-a-ha-jo.	Em-a-la.
Che-po-ka.	E-mam-ba.
Cah-te-mah.	E-la-to-nubbee.
Cha-fahn-to-nah.	E-li-che-to.
Can-cha-ho-nah (or Tan-cha-ho-nah).	Ea-to-na.
Cuifah-ka.	Een-puk-a-nubbee.
Cun-ne-mah.	Eli-lubbee.
Co-chubbee.	Ea-ish-ya.
Cun-oon-ta-mah.	E-muth-pa-sa-lubbee.
Cun-oon-ta-bee.	E-me-she-ho-na.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

E-lo-tu-ne.	E-mish-ah-ho-nah.
E-ma-ho-na.	E-ah-ho-chubbe.
E-yo-ko-tubbee.	E-tu-nubbe.
E-laah a ho-na.	Eah-kiah-ho-ka.
Eli-an-ne-ho-nah.	E-ha-ho-nah.
E-a-chub-bee.	E-lap-o-tim-ah.
E-a-han-tubbee.	E-male-le.
E-man-o-a-tubbee.	E-lah-ho-tim-ah.
Ea-ho-na.	E-lah-u-kah.
E-la-is-te-ma.	E-ca-we-che.
E-la-cha.	E-lah-pish-te-ah.
E-ma-ho-na.	E-lah-ho-ka.
E-lah-ho-te-mah.	E-lah-in-im-ah.
E-lah-so-quah.	E-ah-ho-ka-tubbe.
E-yok-a-ma-tubbee.	E-yak-o-tubbe.
E-mock-mahn-tubbee.	E-lah-tam-be.
Eho-ah-to-nah.	Eah-to-chubbe.
Eah-la-ho-nah:	E-ah-ho-kah-tubbe.
E-ho-yo.	E-lah-ne-ho-nah.
E-ah-ho-ke-ta.	E-glen-ubbe.
Emah-ho-kah.	E-lu-nah-tubbe.
E-lah-moon-tubbee.	E-le-no-ah-chubbe.
E-a-mock-in-tubbee.	E-ah-tah-ah-ho-mah.
E-mo-mah-ho-ka.	E-le-mah-ho-mah (or La-mah-ho-nah).
E-ah-ho-nah.	E-mo-nubbe.
Eah-ho-nubbee.	E-lah-u-kah.
E-man-te-ah-ho-ka.	E-cah-le-ho-nah.
E-ah-chubbee.	E-li-o-te-ka.
E-lam-bee.	E-klen-ah-tah (or E-glen-ah-tubbe).
E-ah-tubbee.	E-ah-ho-ka.
E-o-tubbee.	E-ki-o-nubbe.
E-lah-nubbee.	E-lah-ha-cubbe (or Il-ah-he-kah).
E-low-e-te-mah.	E-ah-to-nah.
E-yosh-moon-tubbee.	E-li-o-te-mah.
E-o-nah.	E-lap-no-wah.
E-coffe-tubbe.	E-ah-ho-nubbee.
E-ah-ha-cubbe.	E-ah-ho-tim-ah.
E-o-kah-tubbe.	E-li-yubbe.
E-o-kah-tubbe.	E-yal-a-ho-ka.
E-mak-ko-nubbe.	E-la-pa-subbe.
E-lah-ho-to-nah.	E-la-lo-ma-tubbe.
E-lu-nah-tubbe.	E-lah-ho-nah.
E-me-la-chubbe.	E-mah-to-kah.
E-mish-toe-nah.	E-le-ah-tubbe.
E-lah-e-shubbe.	E-la-cha-te-mah.
E-lo-nah.	E-ah-he-tubbe.
E-o-tim-ah.	E-ha-la-to-nah.
E-la-yo-kak-tubbe.	E-la-ho-te-mah.
E-mi-ah-tubbe.	E-me-la-to-nah.
E-math-la-cubbe.	E-mock-he-tubbe.
E-la-pe-ah.	E-lah-he-kah (alias E-la-ha-cubbe).
Ela-pe-sa-ho-ka.	E-ah-tubbe.
E-le-ah-ho-nah.	E-ho-ah-to-nah.
E-lah-pun-ah-ho-yo.	E-la-pe-wah-ho-nah.
E-la-pam-le.	E-ma-che-ah-ho-nah.
E-mah-yah-ste-mah.	Eah-eah-tim-ah.
E-lah-took-am-be.	E-lah-fe-tu-nah.
E-la-po-nubbe.	E-ah-to-nah.
E-la-ho-tubbe.	E-ah-an-tubbe.
Em-ma-le-ho-ka.	E-lah-tah-tubbe.
E-la-ho-ta-ka.	E-as-tu-ubbe.
E-le-ho-yo.	Eli-pipa.
E-ok-tam-bee.	E-oh-tah.
E-mith-lubbee.	E-ah-ha-tubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

E-lah-pah-nubbe.
 E-ah-le-ho-tim-ah.
 E-Cah-tah.
 E-lap-in-tubbe.
 E-yah-ah-to-nah.
 E-la shubbe (or Billy N-kon-Shaw).
 E-ya-ka-tubbe.
 E-mish-te-ubba.
 E-mo-nubbe.
 E-ne-cun-e-ubbe.
 E-yah-hubbe.
 E-cha-pah-no-enah.
 E-lah-ho-yubb.
 E-mack-lubbe.
 E-li-che-tubbe.
 E-mah-tall-ah.
 E-mah-sha.
 E-li-chuf-cubbe.
 E-ma-ha.
 E-cha-po-tubbe.
 E-lo-ok-chi-ah.
 Emo-nubbe (alias Im-mo-nubbe).
 E-lan-tubbe.
 E-mah-no-wah.
 E-mah-ho-to-nah.
 E-sha-ho-ka.
 E-lah-tah-to-nah.
 E-ho-ah-tubbe.
 E-lah-he-nubbe.
 Edmund.
 E-yak-tubbe.
 E-yah-he-tubbe.
 E-mish-tubbe.
 E-lah-pah-ne.
 E-lah-pis-ubbe.
 E-le-o-nah.
 E-lah-pe-kah.
 E-yah-ish-to-nah.
 E-chah-pah.
 E-lo-ma-him-mah.
 E-ah-ham-be.
 E-lah-tubbe.
 E-lah-ho-yubbe.
 E-mah-a-lubbe.
 E-yak-a-che.
 E-li-ho-kubbe.
 E-ah-ho-yo.
 E-lah-lo-ma-tubbe.
 E-cha-po-tubbe.
 E-lan-to-nah.
 E-as-ta-ho-nah.
 E-bak-ah-tubbe.
 E-yah-tu-nah.
 E-mi-ya-tubbe.
 E-mo-na-ho-ka.
 E-yah-li-yah.
 E-lak-che-te-mah.
 E-li-yubbee.
 E-bah-took-lah.
 E-lah-o-tubbe.
 E-ah-ho-nubbe.
 E-yan-to-ho-ka.
 E-lah-po-chubbe.
 E-min-to-ho-nah.
 E-lah-he-mah.

E-la-ho-te-ah.
 E-ah-ho-nubbe.
 E-lah-pish-ti-yah.
 Este-mil-le.
 E-yak-a-tubbe.
 E-yi-ho-yo.
 E-yah-hah-tubbe.
 E-mah-ho-mah (alias E-mah-le-ho-mah).
 E-mah-tam-bee.
 E-lah-ko-tubbe.
 E-lah-ke-mah.
 E-lah-te-ubbe.
 E-lah-ho-yo.
 E-li-to-nubbe.
 E-ya-le.
 E-ah-tom-bee.
 E-li-chin-tubbe.
 E-li-he-nubbe.
 E-la-ba-cubbee.
 E-lap-no-an-tubbe.
 E-lah-che-ho-nah.
 E-yah-ham-bee.
 E-ah-ho-ka-te-mah.
 Elice.
 E-sha-to-nah.
 E-hu-e-te-tubbe.
 E-ah-cah-to-nah (or Cah-to-nah).
 E-mis-tubbe.
 E-ah-ho-te-mah.
 E-man-che.
 E-me-to-ho-nah.
 E-mo-no-la-cho-nah.
 E-ho-ah-tam-be.
 E-le-o-ka-te-mah.
 E-lah-yo-kah-to-nah.
 E-ah-ham-bee.
 E-lo-mah.
 E-lah-pish-ah.
 E-cah-no-ah-ho-nah.
 E-ah-ho-ka.
 E-lah-to-nah.
 E-mam-be.
 E-mah.
 E-lo-nah.
 E-yah-ham-ba.
 E-hi-o-cubbee.
 E-man-cha.
 E-mah-nin-che.
 E-yak-ki-ah.
 E-yah-ham-ba.
 E-ham-bee.
 E-ma-cha-tubbe.
 Eli-cha-tubbe.
 E-lah-pa-ah.
 E-liza.
 E-mah.
 E-li-tubbe.
 E-lah-e-mah.
 E-lo-yah-tubbe.
 E-lik-hon-ah.
 E-lah-pio-ubbe.
 Em-bo-tah.
 E-ah-te-mah.
 E-o-kah-tubbe.
 E-cha-po-tubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 25, 1842. Continued.

Elian-ne-ho-nah.
 Ex-ah-kah-ho-tubbe.
 E-lam-bee.
 E-mah-lah-te.
 E-no-wah.
 E-him-mah-la-tubbe.
 E-ah-sha-tubbee.
 E-lah-ho-yo-ho-nah.
 E-ah-lo-ho-nah.
 E-lo-mon-to-cubbee.
 E-me-le.
 E-li-za.
 Eah-che-hubbe.
 E-lah-tim-ah.
 E-o-cutch-ah.
 E-chah-pah.
 E-mah-shah-chubbe.
 E-ah-ham-bee.
 E-lah-pe-ah-ho-nah.
 E-mah-om-be.
 E-to-pok-a-nah.
 E-meen-tah-ho-nah.
 E-li-oon-ah.
 E-lah-tubbe.
 E-lap-ik-e-bah.
 E-yon-tah.
 E-nipah.
 E-mo-thah-tubbe.
 E-ri-o-te-mah.
 E-lan-tubbe (or Tish-o-pi-a).
 E-a-chubbe.
 E-la-ha-lu-ta.
 E-lo-ni-ah.
 E-lo-ho-ka.
 E-liza.
 E-mo-na tubbe.
 E-o-ca-tubbe-to-nah (or To-cubbe).
 E-whah-to-nah.
 E-ah-kah-tubbe.
 E-lah-ma-tubbe.
 E-la-ha-cubbe.
 E-la-te-mah.
 E-mah-lubbe.
 E-ah-tahn-tubbe.
 E-ah-ki-ah-to-nah.
 E-ah-ho-nubbe.
 E-li-o-nubbee.
 Eatamia Charles.
 E-mil-la.
 E-la-ho-tema.
 E-lan-tubbe.
 E-la-ta-i-ho-na.
 E-a-ish-tubbe.
 E-math-lo-la.
 Een-ta-ho-ka.
 E-ma-lubbee.
 E-no-ka.
 E-li-za.
 E-lo-wa-tubbe.
 Eliza.
 E-la-took-e-la.
 E-lo-ma-chubbe.
 E-la-pa-nubbe.

Elijah.
 Ellen.
 E-o-tah.
 E-lah-pam-la.
 E-lah-we-tubbe.
 E-ye-me-tubbe.
 E-loom-ah-ho-kah.
 E-li-emah.
 E-lah-pa-lubbe.
 E-no-wah.
 E-me-le-hubbe.
 E-la-u-ka-tubbe.
 E-lah-pun-te-mah.
 E-me-la-ho-na.
 Faya.
 Fannubbe.
 Falle-cheto.
 Fal-a-min-chubbee.
 Fe-ma-la.
 Fa-nubbee.
 Fe-tick-ah-chubbe.
 Fil-e-ah-tubbe.
 Fo-kah-lin-tubbe.
 Fe-temah-ti-mah.
 Fe-le-kah.
 Fal-ah-moon-tubbe.
 Fe-le-nubbe.
 Fe-le-tah.
 Fe-laka-tubbe.
 Fil-e-ah-tim-ah.
 Fo-ko-lin-tubbe.
 Fah-hah-mah-ho-nah.
 Full-o-mo-tubbe.
 Fil-e-mam-le.
 Fal-lal-moon-tubbe.
 Ful-le-ho-mah.
 Fun-ne-ho-mah.
 Fa-la-moon-tubbe.
 Fil-e-ti-yah.
 Fe-lah-moon-tubbe.
 Fil-e-tubbe.
 Fo-look-a-che.
 Fish-o-ho-cubbe.
 Fo-le-na-te-mah.
 Fa-lam-e-tubbe.
 Fish-u.
 Fil-e-cutch-e.
 Fa-lam-a-tubbe.
 Fal'am-a-tubbe.
 Fal-am-ah-ho-ka.
 Fil-e-tah-ho-nah.
 Fal-ah-mo-tubbe.
 Fille-moon-tubbe.
 Fallo-ah-ham-be.
 Fil-e-mah.
 Fil-e-to-nah.
 Fe-le-moon-tubbe.
 Fe-lem-e-tubbe.
 Fin-min-tubbe.
 Fille-tah.
 Fut-cha.
 Fil-le-ca-tubbe.
 Fille-man-tubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842.—Continued.

Fah lah-mah.	Ho-lah-tubbee.
Fan-e-ubbe.	Han-nah.
Fo-lub-be-chubbe.	Ho-ha-cubbee.
Fo-look-a-che.	Hith-ah.
Fitch-ik-no-wah.	Ho-cubbee.
Fish-ah-he-lubbe.	Him-mock-ah-bee.
Fah-lam-bee.	Hi-ah-la-ho-mah.
Fillubbee.	Ho-te-man-chubbee.
Fil-e-mon-e-ti-ma.	Ha-chah.
Fil-e-mah-tubbe.	Ho-pa-na.
Fa-lo-mah.	Ho-gla.
Fee-chubbe.	Ho-cho-na.
Foster, Thomas W.	Hick-a-to-mah.
Foster, George H.	Ho-tan-te-ni-ah.
Foster, Elija G.	Hi-o-tah.
Frazer, Sweeny.	Ha-la.
Fo-ca-tubbee.	Ho-te-nubbee.
George.	Ho-to-nah.
Gibson.	Ha-cubbee.
Go-ma-chubbee.	Hi-o-te-mah.
Gibson.	Hun-o-nah-tubbee.
Gowin, Betsey.	Ho-pi-ah.
Hol-la-chee.	Ho-te-ah.
Him-mo-ka-to-na.	Ho-bah-cha-ho-nah.
Hoya (or Ahoya).	Ho-te-ah-ho-nah.
Hothma.	Ho-yo-pa-tubbe.
Ha-ma-yo-lubbee.	He-kah-tubbee.
Hoth-ta-ma.	Ha-cha.
Hok-a-tubbe.	Ho-chubbe.
Ha o cho.	Ho-nah.
Billubbee.	Ho-ta-che-ho-nah.
Hoy-e-ta-na.	Ho-lima.
Hoyo-ho-tubbee.	Hah-tak-lam-ah.
High-i-ho-na.	Hock-la-ho-nah.
Hol la chubbee.	Hun-nubbe.
Hem-a-che-na.	Ho-tim-ah.
Ho-pa ka-che.	Ho-tah-at-tubbe.
Hus-he-Mingo.	He-kah-tubbe.
Ho-ka-lo-che.	Ha-le-tubbe.
Ho-te-ma-ta.	Hi-oun-ubbe.
Ho-ti-a-ka.	Ho-lah-bah-ho-nah.
Ho-te-mo-na-ho-ka.	He-kah-ti-mah.
Hul-tuk-ho-ma.	Ho-tan-yah.
Hollah.	Ho-tish-tam-be.
Hi-a-ca-to-na.	Ho-tish-im-ah.
Han-nubbee.	Ha-ka-a-ho-mah.
Hia-cutchee (or Hi-yo-ca-chee).	Hal-le.
Ho-ta-cubbee.	He-kak-ti-mah.
Ho-but-a-ka.	Hok-la-ho-nah.
Hi-a-tubbee.	Ha-o-le-tim-ah.
Ho-te-o-a.	Ho-tim-e-ah.
Ho-lei-tah-ho-nah.	Hah-tak-ubbe.
Ho-te-nah-chubbee.	Ha-tick-illa.
Hi-ack-co-nubbee.	Ho-tik-la.
Hick-a-tom-bee.	Ho-tah-tah.
Hi-a-la.	Hi-ne-ubbe.
Hal-la.	He-cubbe.
Ho-che-fo.	Ho-te-ah.
Ho-te-mah.	He-u-ah-le-tubbe.
Hop-pa-la-tubbee.	Ho-to-nah.
He-ne-ah-ho-nah.	Ho-ne-tam-be.
Ho-to-man-cha.	Hol-ba-tubbe.
Ho-ta.	Ho-ne-mah.
Ho-tah-ho-nah.	He-nah-ho-mah.
Ho-tam-bee.	Hook-e-la.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Hi-ah-ka-tubbe.
 Hath-la.
 Hi-o-tubbe.
 He-yo-ho-nah.
 Hool-lo.
 Ho-ka.
 Ho-cha.
 Ho-te-mi-ah.
 Hon-oon-tam-ba.
 Hi-ah-ka-tubbe.
 Hi-e-le-ho-nah.
 Ha-lubbe.
 Ho-tim-ah-che.
 Ha-la-che.
 Ho-te-an-ah.
 Hota-tim-ah.
 Ho-lis-ah-tubbe.
 Ho-yo-ubbe.
 He-challe.
 Ho-pak-o-nah.
 Ho-te-ah.
 Hik-it-e-ah-ho-nah.
 Ho-tin-lubbe.
 Ho-yo.
 Hon-ah-ho-tubbee.
 Hah-be-nah.
 Ho-yo-nubbe.
 Ho-bah-tam-tubbe.
 Hok-e-lo-tubbe.
 Ha-took-lubbe.
 Ho-te-tubbe.
 Hush-e-ho-mah.
 Hi-yo-la.
 Hol-le.
 Hi-een-ah-tubbe.
 Ho-le-ti-ah.
 Holla-ti-yah.
 Hok-lo-tubbe.
 Ho-bah-to-mah.
 Ho-tan-tu-nah.
 Hi-o-to-nah.
 Ho-te-mah.
 Hll-a-tubbe.
 Ho-lis-so-ho-nah.
 Hos-to-no-che.
 Hio-gale.
 Hi-yah-kubbe.
 Ho-chubbe.
 Han-tubbe.
 Hush-shook-ho-mah.
 Ho-te-mah.
 He-kah-tubbe.
 Ho-te-mah.
 Hus-ke-ah-hooc-ta.
 Heo-te-mah.
 He-lubbe.
 Ho-yubbe.
 Hah-la-le.
 Ho-te-nah.
 Hool-bah-tubbe.
 Hushe-te-mah.
 Hok-sa-gee.
 Hi-yok-ah.
 Hi-ape-ha-sa.

Ho-pi-yah.
 Hoo-sah-tubbe.
 Hoo-che-mah.
 Heith-lah-tho-nah.
 Ho-tubbe.
 Ho-mok-o-nubbe.
 Ho-to-pah-le.
 Hoth-te-nubbe.
 Ho-be-ti-yah.
 Hlin-che.
 Ho-te-kubbe.
 Hoth-te-nubbe.
 Ho-tubbe.
 Ho-pah-ka-ho-nah.
 Hush-hook-ho-nah.
 Hi-tuke-pa-ho-ma (or Yak-i-ah).
 Hush-e-no-wah.
 Hi-em-e-te-mah.
 Hi-o-tubbe.
 Hi-a-lee.
 Ho-yubbe.
 Hash-ah-i-ta-nah.
 Hi-a-lee.
 He-ki-yuable.
 Ho-te-nah.
 Hi-en-e-chubbe.
 Hah-mook-la-ho-nah.
 Ho-chon-chubbe.
 Ho-pa-hin-tubbe.
 Ho-tish-le-ah.
 Ho-te-yah.
 Ho-te-mah.
 Ho-yo-ho-nah.
 Hoy-ubbe.
 Hi-ak-ah.
 He-yape-ah-ha-jo.
 Hi-yak-hubbe.
 Ho-che-fo-tubbe.
 Hol-la-ho-nah.
 Han-ah-to-nah.
 Hi-ah-co-nubbe.
 He-no-nah-tubbe.
 Hool-bah-tubbe.
 Ho-nah.
 Ha-ba-nah.
 Ho-nah.
 Ho-pah-ka-tubbe.
 Ho-lah-cha.
 Ho-lah.
 Ham-bee.
 Ho-ni-o-nubbee.
 Ho-te-mah.
 Ho-yo-an-tubbe.
 Han-ah-mock-ah-yah.
 Ho-to-ak-ah.
 Ho-tah-ho-nah.
 Hon-to-nah.
 Ho-lah-te-mah.
 Hoo-nah.
 Ho-me-ho-tubbe.
 Ho-bah-tam-bee.
 Hah-nubbee.
 Hli-ak-e-tubbee.
 Hlan-nubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Hool-bah-ho-nah.	Hush-to-nubbee	(alias	Ae-ma-to-
Hik-e-yah.	cubbe, alias O-gle-ish-ti-a).		
Ho-nah.	Ho-vo-ho-nubbee.		
Ili-ah-ka-tubbe.	Ho-lin.		
He-lubbe.	Ho-na-chi-to.		
Ha-man-che.	Ho-cha.		
Ho-kubbe.	Ho-cha.		
Hik-ah-che.	Ho-te-ock-a.		
Him-ah-ubbe.	Ho-vo.		
He-ka-che-ho-nah.	Hol-la.		
He-ah-ka-ish-to-nah.	Ho-e-ho-nah.		
Ho-ka.	He-ke-ah-ho-nah.		
Hun-nuk-ubbe.	He-kah.		
Ho-ba-tubbe.	Ho-ba-te-yah.		
Him-mock-am-bee.	Ho-to-nah.		
Ho-te-mah.	Ho-chubbe.		
Hi-a-to-nah.	Ha-mook-lah-tubbe.		
Ho-yo-pah.	He-to-nah.		
Ho-ta-ho-nah.	Ho-te-mi-ah.		
Ho-tah-lah-ha-mah.	Ho-yubbee.		
Ho-le-ba-chubbee.	Ho-tam-bee.		
Ho-che-nah.	He-in-tim-ah.		
Ha-ta-mah-ho-nah.	Hoo-too-nah.		
Ho-ka.	Hoo-la-te-i-a.		
Ho-te-nah-ho-nah.	Hock-lo-hatt-ah.		
Ho-pah-kah.	Ho-ba-lah.		
Ho-pi-ah-tubbe.	Ho-yo-ki-ah.		
Ho-shin-she-ho-mah.	Hock-a-la-tubbee.		
Ho-yo-pa.	Hash-ta-sho-nah.		
Ho-e-o-na.	Is-te-a-ka-ia-ho-na.		
He-a-ka-ti-na.	Is-tam-ba.		
Hotch-a-ka.	Is-tilla-bala-tubbee.		
Ho-ba-te-i-a.	Ia-na.		
Ha-tubbe.	Is-ti-e-a-tubbe.		
Hoh-tah.	Ish-kumma.		
Hi-ah-ko-nubbe.	Is-tam-ba-la-bee.		
Hi-ah-ka-mah-tubbe.	Ista-pe-ca-nubbee.		
Ho-le-to-pah.	Ish-te-mei-a-nubbee.		
Ho-ta-cubbe.	Is-tam-cha.		
Hick-a-tubbe.	Is-tim-a-la-ho-na.		
Ho-yo-ka.	Is-o-gla-te-ma	(alias	Oclatema-Im-
Ho-to-nah.	mil-o-ho-na).		
Hetty.	Is-tam-tubbee.		
Ho-te-mah.	Ish-tam-yah.		
Ho-pi-ah-ho-mah.	I-ubbee.		
Ho-no-que-ah.	Is-tam-to-na.		
Hun-oon-pah.	Is-ta-ho-la.		
Ho-pah-cubbe.	Iste-man-cha-ho-na.		
Ho-chah.	I-o-wa-che.		
Hong-ki-o.	Ick-a-na.		
Ha-cubbe.	Im-ubbee.		
Hoth-te-ma-ho-yo.	I-a-tubbee.		
Hoth-te-ma-ho-yo.	Im-mish-to-nah.		
Ho-ma-a-chee.	I-a-mah.		
Hik-in-tubbe.	I-sum.		
Hick-a-tubbe.	Ish-a-tubbee.		
Ha-yo-pa.	I-sim.		
Hali-son.	Ish-te-mahn-a-chubbee.		
Ha-to-na.	Im-mah-la-hubbee.		
Ho-ba-tish-ubbe.	Im-mi-e-ho-to-nah.		
Ho-ti-kah.	I-ah-nin-tubbee.		
Hok-ta.	Ish-wa-chubbee.		
Ho-ka-lo-tubbe.	I-to-tubbee.		

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Ish-to-mah-ho-nah.	Ish-ho-ni-ye.
Im-sey.	Ish-tubbe-ho-ka.
Im-moch-fo-quah-tubbee.	Im-an-o-tik-a.
Ish-ton-te-mah.	Ish-tan-we-che.
Ick-neth-lo.	Im-ah-ho-nah.
I-a-hubbee.	Ish-to-nah-che-ho-nah.
Ish-tim-a-so-yo.	In-lah-tubbe.
Im-mah-tha-chubbe.	Im-om-ubbe.
Is-un-mah.	Ish-tah-lubbe.
I-o-glah-tubbe (or Hustuk).	Im-ah-ho-yo.
I-a-mah.	Illa-ho-yubbe.
Illa-ho-nah.	Insh-kam-ah.
Ish-ta-ka.	Ish-tal-ath-i-ah.
Ooos-ta.	Ish-tal-lah-ho-nah.
Ish-ta-ho-nah.	Im-ah-ho-ka.
Ish-sham-bee.	Is-ho-ka (or Ath-le-ho-ka).
I-orth-la.	Ish-tah-yo-co-nah.
Illa-ho-ka.	In-am-be.
Illa-glah-to-nah.	I-yo-nah.
I-a-mah.	Ish-pah-lah-te.
Ish-te-lah-mah.	In-am-be.
Ish-wah-ki-yo.	I-yo-nah.
Ish-te-mah-ka.	Ish-pah-lah-te.
I-con-nah.	Im-ah-tish-e-ho-nah.
Im-mah-no-wah-ho-nah.	Ish-im-ah-ho-ka.
Im-mock-kah-ho-nah.	Ish-te-mi-o-nah.
Io-pun-na-chubbee.	In-lah-to-nah.
Im-mish-ti-yah.	Im-pun-ah.
I-o-ke-a-to-nah.	Ish-ti-ah.
Ish-tah-shubbee.	Ish-tam-mo.
Ish-tah-lah.	Ish-te-me-le-ho-ka.
Im-me-ho-ba-tubbee.	Ish-ti-ah.
Ish-to-mahlone-chubbee.	I-ath-le-pah.
Ista-min-cha-tubbee (or Mincha).	Im-ah-le-ho-nah.
Im-mah-lah-te-mah.	Ish-ta-lubbe.
Illa-con-a-tubbee.	Ish-te-mi-ah-ho-ka.
I-ok-lo-tubbe.	Is-te-che.
I-e-ne-tim-ah.	In-lah-ho-nah.
In-pak-nah-ho-nah.	I-ah-che-ho-nah.
Im-ah-illa.	Im-ah-tah-ho-nah.
Iye-le-he-mah (or I-la-ho-nah).	Ish-to-ni-ye.
Isaac.	Ish-tem-bo-la.
Im-my.	Im-uk-tah-nubbe.
Ik-o-nah-te-mah.	Ille-tubbe.
Ish-te-ah-ho-nah.	Im-ah-chi-ah.
Ish-te-lah-ne.	Ish-mi-ah-ho-nah.
Ish-tah-ho-va-ho-nah.	Is-sta-cha.
Im-ah-le-ho-nah.	Ish-ton-ok-eu-ah (or Ish-ton-ah-kue-ab, or Nok-we-ah).
Ish-lah-ho-ka.	I-yok-e-tubbe.
Ish-ta-mah-ho-nah.	Ish-un-ah-ho-ka.
It-a-pe-sah.	Im-mah.
Ish-te-mi-ah.	I-e-ah-ho-nah.
In-lah-tim-ah.	Im-ho-ah-to-nah.
Im-al-to-va.	Im-i-e-ah-ha-tubbe.
Im-e-lubbe.	Ish-to-ka-ho-tim-ah.
Ish-te-mah.	Ish-te-me-lubbe.
Ish-to-me.	Ish-ho-yo.
Is-tubbe-hattah.	Im-ok-po-to-tubbe.
Ish-tu-nah-tubbe.	Ish-tubbe.
Ish-ta-ah-ho-nah.	Ik-io-ne-nah.
Ish-taho-nah.	Ish-ta-lo-la-tubbe.
Io-ka-to-nah.	Is-tubbe.
Im-pun-ah.	Ish-no-wah.
Is-shan-ke-ho-yo.	

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Isaac.
In-lah-cubbee.
Ish-ah-hok-ta.
Im-ah-ho-yo.
Ish-tah-ham-me.
Ish-ta-uek-la.
I-tun-la-tubbe.
Is-te-me-chubbe.
Im-ah-no-ah-tim-ah.
Ish-tah-tubbee (or Big Jacob).
Is-til-i-ah-ho-ka.
Ish-ti-o-pa.
I-yo-co-nubbe.
Ish-te-ah-ho-ka.
Im-al-tah-ho-nah.
I-ok-la.
Ish-tah-hook-tah.
Ish-tah-tubbe.
Ish-ti-ah.
Il-ah-chaf-fubbe.
I-a-nah.
Im-uth-ta-ha-to-nah.
Ish-li-vah.
I-o-ko-nubbe.
I-map-kan-che.
Itte-ho-mis-tubbe.
Im-mo-nubbe.
Illah-ish-te-mah.
It-ta-mith-ubbe.
Im-me-ho-nah.
I-tu-nah.
It-ah-ho-bo.
Ish-me-ah.
Ib-ah-no-wah.
In-chuk-mah-ho-yo.
I-bak-ah-hubbe.
I-lah-yo-kubbe.
I-ha-kon-bee.
Illah-no-la.
Iha-gah-tubbe.
Ish-te-ma-ho-nah.
In-too-lah.
I-ha-kah-tubbe.
I-lap-im-hah.
Im-ah-talle.
I-ape-ah-tubbe.
I-ik-len-ah.
I-yo-ke-nubbe.
I-hik-e-tubbee.
I-mut-te-ah.
I-ok-Che-ho-ka.
Im-ah-yah.
I-em-ma.
In-tu-la-ho-ka.
Ish-to-pah-nubbe.
I-lap-o-nah.
Ish-tan-te-mah.
Ish-ko-chubbe.
I-o-pa-chee.
Ish-la-ho-ka.
Ish-ta-bo-la.
Im-o-na-ho-ka.
I-it-tu-lah.
Ish-te-mak-ah.

Ik-tah-te-mah.
Ish-te-mi-yah.
Ish-te-ma.
It-e-lak-na.
Ik-be-tubbe.
Il-ah-ish-to-nah.
Ish-tik-ah-tubbe.
In-sha-la-tubbe.
Io-yah-hubbe.
I-yah.
Ish-tah-pak-mah.
I-ask-ka-mah.
Il-le-ho-ka.
I-oath-ah.
Il-ah-e-mah.
Im-ish-too-nah.
I-m-ah-tha-kah.
Im-ah-i-sha.
I-m-mil-le.
Ik-lan-ah-tah.
Im-ish-le-ah.
I-a-che-ho-nah.
Ish-ti-o-nah.
I-hool-bah-tubbee.
I-lah-ho-tubbe.
I-hi-o-tubbe.
I-lah-ha-be-to-nah.
I-bah-wa-che.
Il-ah-ish-te-mah.
I-een-la-hubbe.
I-o-ga-be.
I-o-kubbe.
I-sham.
Isk-te-kubbe.
I-ha-ne-ubbe.
It-e-ok-chak-ko.
Ish-tah-ho-ho-tubbe.
I-yo-mah-ho-ka.
I-o-gle-te-mah.
Ish-tah-ho-cubbe.
Ish-te-mah-le-chubbe.
I-yo-nah-te-mah.
Ish-tah-ho-nah.
I-lik-e-tubbe.
I-al-ba.
Ish-tan-tubbe.
In-tah-hubbe.
Im-ah-no-wabbe.
Ish-tal-lah.
In-lah-tubbe.
Ish-tah-tubbe.
Is-te-mi-o-nah.
Ish-tesh-tan-be.
I-yo-nan-te-nah.
Ish-tah-ho-nah.
Ik-ham-ah.
I-ath-le-pah.
Ish-tan-to-nah.
Ish-ta-ne-mah-tubbe.
I-orth-lah.
I-yo-ko-mah.
Ish-ta-hem-ah.
I-e-ton-lah.
Ish-te-mah-ho-nah.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

I-math-pis-a-tam-be.	Ish-tim-mah-la.
Ish-ho-ya.	I-a-min-tah-ho-ka.
Ish-tah-a-mah.	Ish-ta-ah-ha-cubbe.
Ish-tah-he-mah.	Im-mah-sho-mah.
Ish-tah-ah-ho-mah.	Il-la-che.
I-tin-lah-him-ah.	Ish-tah-ho-pah.
Is-chaf-ubbe.	Ish-tah-lubbe.
I-yo-lah.	It-tah-low-echah.
Ish-tah-ho-nah.	Im-mo-nah-to-nah.
Ish-ton-tin-ah.	Im-mo-na-tubbe.
I-ka-h-po-lubbe.	Ish-te-mah.
Im-me-ho-ka.	Ish-tahn-tah.
I-an-ta-tubbe.	Im-mah-tiyah.
Ish-tah-ho-nah.	Ish-ti-a-mah.
Ish-ti-o-klu.	I-a-nah.
Ik-lan-ubbe.	Im-me-sha.
Ish-to-ho-yo.	Ish-tah-ho-we-cha.
I-o-bon-ubbe.	Ish-stanthly.
Ish-ten-eah-to-nah.	Is-te-me-i-a.
Ik-len-ah.	Im-mo-na-ho-yo.
Ish-to-nan-chi.	I-cha.
Ish-pah-na.	Im-ma-to-ho-ho-na (or A-to-ba).
Ish-tim-mi-ho-ya.	Im-mah-sah-che.
Ish-a-ho-nah.	Is-ton-a-ka.
Io-ka-chubbe.	I-o-glah.
Il-la-con-nah-tubbe.	Ick-glen-a-hee-cha.
Ish-tin-mo-na-chubbe.	Ish-te-mah-o-nah.
I-co-mah.	Il-ie-o-tubbe.
Im-ubbe.	Im-al-to-bah.
Im-moon-tubbee.	Im-ah-lah-ho-nah.
Ik-ko-nah-ho-nah.	I-o-koon-ah.
Il-la-mo-to-nah.	Ik-l e-ho-nah.
Im-mah-ho-nah.	Im-mah-na-chubbee.
Il-la-ho-chubbee.	Im-mis-te-mah.
Im-il-le.	I-mah-pi-sah-timah.
Im-ah-ho-tonah.	I-mah-tah.
Is-tim-ah-ham-be.	I-o-ka.
I-o-pan-ubbe.	I-o-a-ho-ma.
In-ah-lubbe.	Illah-payn-to-nah (or To-nah).
In-ish-tam-be.	I-ah-ho-to-nah.
Ish-to-me-hah-tubbe.	Ish-te-mah.
I-it-ah-nubbe.	I-la-tubbe.
Im-ah-to-nah.	I-o-ma.
I-ok-lo-hubbe.	Jackson.
In-no-tubbe.	Jack (alias Ona-lubbee).
Ish-ta-ho-lubbe.	Joshua.
I-wah-tu-nah.	Jones, Jenny.
I-ah-ka-ho-che.	Joel.
I-yo-ho-nah.	John.
Im-ah-no-le-ham-be.	John.
It-e-mi-ya- (or Man-ya).	John-im-mey.
I-yo-wa.	Jackson.
Ish-te-chubbe.	Josephus.
Il-le-no-wa.	Jipie.
Ish-no-wa.	Jackson.
Im-ma-no-le-ho-yo.	Jep.
Is-stubbee.	Jefferson.
Im-po-nah.	Josey.
Im-mogla-chubbe (or O-glah-chubbe).	Jum-pah (or Chum-pah).
Im-me-yah-ho-nah.	Johny.
Im-mo-nah-ho-ka- (alias Na-wa).	Jake.
Im-pi-ah.	Jinny.
I-o-mah.	Jo-se.
I-o-gla.	Jim.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842. Continued.

Joses.	Kah-tam-bee.
Johnny.	Ka-yu-hubbe.
John.	Kush-oon-an-che-hubbe.
Jepe.	Kun-ne-ah-ho-nah.
Jim-Tom.	Ka-ha-le-ho-nah.
John.	Ko-bah-tom-bee.
Jinny.	Kal-so-tah.
Jackson.	Kush-ah-nam-bee.
Jones, Levi.	Ke-lis-ta.
James.	Kah-lo-tubbe.
Kan-she-ho-to-ma.	Kik-e-te-mah.
Kan-cha.	Ke-yo-ho-nah.
Kunnea.	Kan-ah-to-nah.
Ke-yo-cubbe.	Kun-e-mah-ho-nah.
Kon-the-tubbe.	Kush-oon-a-mus-tubbee.
Kan-oon-tubbe.	Ka-yo-he-mah.
Kon-che-ho-ka.	Kal-po-tubbe.
Kan-oon-tubbe.	Koo-chubbe.
Kan-che-to-nubbe.	Ka-o-cubbe.
Kon-che-tam-be.	Kun-e-tom-be.
Kun-e-moon-tubbe.	Kam-pillah.
Kom-pil-lah.	Kam-pilla.
Kon-e-toon-tubbe.	Kon-kah-noos-ko-bo.
Kon-che-ti-ah.	Kush-oon-an-cha-ha-ba.
Kan-che-ti-ah.	Ko-noo-tubbe.
Kan-oon-ta-tubbe.	Kun-e-ah-to-nah.
Kan-oon-ubbe.	Ke-ah-na-chubbe.
Kon-me-mah-ubbe.	Ko-tah.
Kon-oon-tah-tubbe.	Kan-sho-nun-she-hubbe (or Billy John).
Ko-tah.	Kun-ne-ah-ho-nah.
Ka-chubbe.	Ka-no-yo-he-kubbe.
Kis-ah-nah.	Koo-tah.
Kon-che-tubbe.	Kan-cha-tom-la.
Kan-an-ren-tin-tubbe.	Kan-che.
Kem-ish-to-nah.	Kuth-lee-lee.
Kam-pa-lubbe.	Kun-e-an-che-ha-la.
Kooch-abbe.	Kun-ah-ho-tubbe.
Ko-mubbe.	Ko-na-chubbe.
Kan che le.	Ka-le-ho-na.
Kun-ne-ah-to-nah.	Ko-ke-i-a.
Ka-ne-tim-be.	Ka-o-tubbe.
Kun-nal-le-tubbe.	Ko-chubbee.
Kan-cha-tubbe.	Kan-a-ho-te-ma.
Kan-che-ma-ha.	Kish-u-mus-tubbe (or Ka-lubbee).
Kah-ne-tah.	Kon-che-ho-nah.
Ko-nan-chubbe.	Ka-sa.
Ka tha ho nah.	Ke-ka.
Kan-che-tam-be.	Kan-alle.
Kah-no-ma-ho-nah.	Koo-cha-tiyah.
Kis-tubbe.	Kan-che-ho-nah.
Kan-che.	Kah-no-me-he-mah.
Kun-ne-ah-ho-nah.	Kush-ah-hooc-ta.
Koos-ta-na.	Kun-o-te-ma.
Kut-tah-hah.	Kurney, Charles.
Kah-il-le.	Kon-e-moon-tah.
Ka-tubbe.	Ken-che-to-ah.
Kah-non-te-ubbe.	Kearney, Creesay.
Kanche-ho-ka.	Kearney, Wilson.
Kun-e-tah-ho-nah.	Kearney, Josephus.
Kah-po-tubbe.	La-pin-tubbe.
Ke-ille.	Lewis.
Kun-ne-a-tubbe.	Loma.
Kam-pe-tubbe.	Look-fan-cha.
Ka-to-nah.	Laris.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Lo-sho-ma.
Lushta.
Lo-ka.
Lo-mo-ka.
La-pa-sa.
Lo-mah-ka.
Li-la.
Lis-mah.
Li-la.
Lah-sa.
La-man.
Lah-pah-ho-nah.
Lucy.
Lo-ma.
Low-ch-te-mah.
La-sho-mah.
La-mah.
Li-za.
Lah-sa.
Lah-po-ka.
Lo-mah-ta-ka.
Lah-pah-te-mah.
Lush-pam-le.
Look-o-la-tubbe.
La-po-te-mah.
Le-ah-ho-nah.
Lo-man-to-nah.
Lucy.
Lo-sho-mah.
La-mah-ho-nah.
Lo-ma-tubbe (alias E-la-lo-ma-tubbe).
Lo-mah.
Lah-wah-ho-nah.
Lo-ko-tam-be.
Lo-sho-na.
Low-ah-tubbe.
Lah-ta-kah (or Tom Billy).
Lo-ho-no-tubbe.
Low-wa-tubbe.
Loo-sa.
Lah-ha-nubbe.
Lo-mah-to-nah.
Lap-ah-la.
Lo-mah.
La-pa-sa-ho-nah.
Lah-habbe.
Lash-pah.
Lah-nah-che-ho-nah.
La-sho-ma.
Le-neah-ho-nah.
Low-ah-che.
Lah-mah-ha-cubbe.
Lap-oon-ah-hah.
Lo-mah.
Low-a-chubbe.
Low-um-che.
Lo-ma.
Lah-pahn-la.
Lo-mah-ho-shul-bee.
La-fah-tah.
Li-wea.
Lewis.
Lo-mah-tubbee.
Le-ah-ho-ka.
Lah-pah-ma-tu-mah.

Lucy.
Lo-wa-to-na.
Lo-wa-ho-ka.
Lo-ma-ho-na.
La-ho-na.
Lo-wa.
Lub-bee.
Lira Ann.
Lo-ma-ka.
Lovie.
Lo-mah.
La-ti-ma-sha.
Low-a-tam-na.
La-sin.
Li-la.
La-i-e-ma-ho-na.
La-pa-ta-ma.
Lah-ma.
La-pish-no-wah.
Loo-ak-ish-tubbe.
Lap-ah-hove-ta.
Lah-pim-a-ho-ka.
La-pa-chubbee.
Lucy.
Lo-wa-tubbe.
Low-in-cha.
La-po-nubbee.
Ma-ha-to-na (or Wahatona).
Molly.
Min-ta-ho-to-na.
Manc-che.
Mon-in-tubbe.
Min-te-nubbe.
Mak-kee-ha-to-na.
Ma-al-e-he-ma.
Mut-ta-ho-na.
Mul-tubbee.
Mal-cho-na.
Mon-to-na.
Mal-a-ke-tubbe.
Mach-ca-ho-na.
Man-sha-tubbee.
Ma-hubbee.
Ma-to-na (alias Ona-to-na).
Me-hi-a-te-na.
Ma-ho-la-tubbee.
Me-ah-te-ubbe.
M-le-ah.
Mal-le-te-ah.
Me-ah-tubbee.
Mi-yah.
Mo-min-tubbee.
Mock-an-tubbee.
Mason.
Mina.
Mon-tah.
Me-mock-a-wah.
Me-he-to-nubbee.
Mah-la-ho-na.
Me-ah-sho-nah.
Mary Ann.
Me-ah-sham-tubbee.
Meah-sho-tubbee.
Mock-ah-to-nah.
Me-la-ho-nah.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Mo-me tim-ah.	Man-chubbe.
Me-ha-tubbe.	Mo-sho-le-tubbe.
Mok-a-chubbee.	Me-shun-tah-tubbe.
Mah-no-te-mah.	Mish-een-ah-to-nah.
Me-ah-ish-tam-be.	Mah-le-ah.
Mak-ah-le-ho-nah.	Min-te-chubbe.
Math-la.	Me-ah-she-mah.
Ma-che-tubbe.	Me-hah-tim-ah.
Min-tah-hubbee.	Me-la-he-yo-che (or Math-le-hi-o-ja).
Mah-han-tubbe.	Me-ah-to-co-nah.
Me-la.	Me-ha-ah-chubbe.
Mak-ah-hi-ah.	Mo-min-tubbe (or Billy Jackson).
Me-ah-sho-tubbe.	Mo-min-che.
Me-ash-e-mah.	M-ha-che.
Mak-a-le-ho-ke.	Me-ha-te-kubbe.
Mo-min-tubbe (alias Mo-ma-cha).	Me-cam-bee.
Mah-to-nah.	Mo-sha-kal.
Mah-ke.	Mue-la-le-chubbe.
Mah-ye (alias Ok-lih-mi-ah).	Mingo-hapia (alias Ne-ta-cubbe).
Mah-he-cubbe.	Me-sham-bee.
Me-he-yo-ka-lubbe.	Mi-o-nubbe.
Me-ah-shu-nah.	Mi-yah-ho-nah.
Min-te-hubbe.	Mo-chu-lak-a.
Moc-ah-be.	Mah-to-nah.
Mal-le-tubbe.	Mam-bah.
Me-he-le-ho-nah.	Mo-min-che.
Mah-ah-tah-ho-nah.	Mul-la-le-ho-nah.
Me-o-chubbe.	Me-ash-pal-lah.
Mi-ah-tubbee.	Mah-li.
Mak-ah-ho-tim-ah.	Moon-tah.
Me-he-o-tim-ah.	Me-ha-tubbe.
Mak-e-ubbee.	M-she-he-kubbe.
Me-hah-tah-tah.	Me-ha-che.
Me-he-looth-tubbe.	Mush-a-lah-kah.
Mingo-homa. See Capt. Bob.	Ma-he-tubbe.
Me-tah.	Mul-a-tubbe.
Me-ash-fane-ubbe.	Mah-lah.
Me-ah-che.	Min-te-ho-nah.
Me-hah-tish-te-ah.	Ma-ko-ka.
Min-te-ho-yo.	Man-tubbe.
Me-ah-shin-tubbe (or Me-ash-in-tubbe).	Mo-nim-tubbe.
Me-ah-ho-ka-tubbe.	Me-tah-lah.
Me-she-mah-tubbe.	Mi-yah-tubbe.
Mah-le-le-ho-nah.	Mah-ka-tubbe.
Me-chubbe.	Mah-yah.
Mi-ah-tim-ah.	Me-hat-e-she.
Me-yo-to-nah.	Mah-ko-cha.
Mo-nah-tubbe.	Mah-ho-tubbe.
Mish-tah-tubbe.	Muk-am-bee.
Min-to-cubbe.	Mulla-tubbe.
Malle.	Mi-ya-cubbe.
Min-te-nubbe.	Me-ha-che-tubbe.
Mah-ho-nah.	Me-yah-tubbe.
Me-ah-i-ah-chu-nah.	Ma-ha-te-tubbe.
Min-to-ha-nah.	Maho-ka.
Min-ta-chubbe.	Me-ho-te-ah.
Me-ah-sho-nah.	Me-she-mah-ho-nah.
Mis-en-an-ha-tubbe.	Muk-in-tubbe.
Ma-hi-ye.	Me-ha-to-nam-bee.
Mah-ha-cubbe.	Me-haw.
Me-ah-chubbe.	Me-shom-to-yah.
Mah-le-le.	Me-ha-che-to-nah.
Mi-ah-tubbe.	Muttul-bee.
Me-hah-kah-tim-ah.	Me-ah-sho-ka.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Mah-la-ho-ka.	Mal-la-le-ho-nah.
Me-sham-le.	Ma-lo-la-ho-nah.
Me-ha-took-ho-nah.	Ma-lubbee.
Mah-le.	Mis-to-bo-yea.
Mab-e-ti-yah.	Mook-ka-fa.
Mal-as-ho-nah.	Mi-yah.
Ma-sho-la.	Min-tah-chubbe.
Ma-chubbe.	Min-te-ho-yo.
Me-he-mah.	Me-he-tam-be.
Ma-ah-she-mah.	Ma-ha-to-na.
Me-sha-tubbe.	Min-ta-hubbe.
Me-sha-tubbe.	Me-ah-shia.
Me-shone-tah-tubbe.	Me-ha-to-na.
Me-ho-te-mah.	Mish-sham-be (or Me-ash-am-be).
Moon-tubbe.	Me-a-tube.
Me-han-to-tubbe.	Mal-la-ho-ka.
Me-ah-sho-nah.	Muth-toon-bah.
Me-ah-sho-tubbee.	Mock-ah-hi-yah.
Me-he-o-tubbee.	Mah-la- (or Suckey).
Mok-in-lubbee.	Mah-han-to-nah.
Me-mah-tam-be.	Moon-tubbe (or Moon-tah).
Me-ah-to-chubbee.	Mah-la-tubbe.
Me-sham-be.	Mint-tubbee.
Me-hah-to-nah.	Ma-ka-le.
Me-ah-she-nah.	Muk-a-to-na.
Mah-la.	Mas-sa-la.
Mus-shu-le-lah.	Me-lin-ga-li-ah.
Me-ah-tubbee.	Mat-he-chubbe.
Min-te-lubbee.	Mis-ta-i-a-ho-ka.
Math-la-tubbe.	Ma-ho-lut-ubbe.
Me-shune-tubbee.	Ma-lis-sa.
Mi-hah-tim-ah.	Mi-ha-ya-tubbe.
Mo-nim-tom-ba.	Molly.
Me-ash-oon-te-mah.	Moon-tah.
Me-ha-la-ho-nah.	Mary.
Me-ha-to-nah.	Maa-shem-a-ho-ka.
Mish-oon-tubbe.	Me-ah-tim-mah.
Mah-la-ho-nah.	Moon-tubbee.
Me-ash-in-tubbe.	Me-he-ubbe.
Mok-o-nubbe.	Mis-tubbe.
Mok-a-tubbe.	Ma-ham-bee.
Me-she-mah-tubbe.	Me-shom-kubbe.
Me-hah.	Mul-la-le-ho-nah.
Me-shoon-tah-tah.	Me-hah-to-nah.
Mah-le-ho-ka.	M-ha-che-ho-nah.
Me-he-ah-te-mah.	Ma-ha-tai-omubbee.
Me-ah-shu-nah.	Me-hi-a-tubbee.
Me-ah-ho-nah.	Min-tubbee.
Me-hi-o-tubbee.	Na-i-o-ka.
Min-ta-hubbee.	Nancy.
Moon-ta.	No-a-te-ma.
Moon-tah.	Nat.
Me-la.	Nancy.
Ma-ha-lo-ma-tubbee.	Ne-take-in-lubbee.
Min-ta-ho-ka.	No-wa.
Ma-hen-to-nah.	Nok-o-nubbee.
Ma-ha-cha.	Nok-any-ta-ya.
Ma-ho-nah.	Nin-ta-ho-ma.
Ma-ah-sho-nocka.	Nock-ubba.
Moon-tubbee.	Nock-ne-mi-yubbee.
Me-o-tubbee.	Mol-a-tubbe.
Mah-le-ah-tah.	Nok-ne-a-tubbe.
Min-te-hubbee.	Nah-na-e-mah.
Ma-an-too-nah.	Nah-sa.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Nock-a-way-chubbee.	Nok-ish-ti-ubbe.
Nock-a-la-ho-te-mah.	Nok-ho-tubbe.
No-se-ho-nah.	Noon-chubbe.
Ne-hi-ah-to-nah.	Ne-tuk-ah-che.
No-ah-ho-tubbee.	Nok-ne-la.
Nock-a-che-tubbee.	Nok-e-ne-tubbe.
Nock-a-na-ho-nubbee.	Nok-a-ne-la.
No-la.	Nok-nam-be.
No-ah-to-nubbee.	No-wa-hubbe.
Ne-la.	Nok-a-shubbe.
Nock-a-na-chubbee.	Nok-a-chubbe.
Nock-a-nubbee.	Nok-ish-tah-shah.
Nock-e-a-chubbee (or Chub-bee).	Ne-nok-kinm-bee.
Na-chubbe (or Nock ne-chubbee).	Nulth-la (or E-la-bo-ti-ah).
Nokis-tah-ahah.	Nok-ish-te-ubbe.
Nan-to-wah-yo.	Nok-neen-tubbee.
Nook-a.	Nok-e-ne-fe-nah.
No-ke-mo-nubbe.	Ne-tuk-ah-chick-e-ma.
No-wah-ho-ka.	No-wah-tam-be.
Nok-e-ne-ti-yah.	Nuk-sho-pubbe.
Nock-un-am-be.	Nok-ne-ti-yah.
Nock-e-mah-shubbe.	Ne-ash-e-nubbe.
Nok-is-ni-ubbe.	Nok-ish-tam-be.
Nok-se-ka-tubbe.	Nok-a-man-che-ka-bee.
Nok-ish-to-nah.	Nah-ho-lo-mustubbe.
Nok-e-ne-ubbe.	Nok-ish-tubbee.
Nok-ko-ah-ho-mah.	Nook-wa-tubbe.
Ne-tock-oosh-tah.	Na-ho-sa.
Nok-ish-tah-ok-la-tubbee.	Nok-me-hat-tubbee.
Nancy, or Un-an-che.	Nok-ho-ma-hajo.
Nok-ne-ho-tubbe.	Nok-ish-to-nah.
Na-po-le.	Nok-ne-o-ka-tubbee.
Ne-le.	Nok-nin-che.
Nok-e-na-tambe.	Nok-ni-ta-hubbe.
Nok-e-mo-nubbe.	Nok-wan-be.
Nok-ne-to-lubbe.	No-wah.
Nok-ah-pe-sah.	Nok-o-un-cha-hubbe.
No-la.	Nok-chu-nubbe.
Nook-fa-lah (alias Ah-nook-pa-la).	No-wah-ho-nah.
No-wah-ho-cuŋbe.	Nok-ne-tubbe.
Na-tubbe.	No-la.
Nock-i-o-tubbe.	Nah-sho-lah-ho-nah.
Nok-in-tambe.	No-sa-kah.
Nok-ne-hah-tah-e.	Nush-ko-ho-to-ko-lo.
Nuk-ok-ah-ho-mah.	Nock-e-ne-tubbe.
No-ah-ho-nah.	No-wah.
Nok-e-chubbe.	Nock-e-na-lah-nubbee.
Nok-ne-ha-tubbe.	Nock-ne-a-che.
Nok-ish-ti-yah.	Nok-ish-ti-yah.
Nok-i-ne-lah.	Ne-tah-che-to.
No-wah-te-mah.	Nock-fil-e-hi-yah.
Ne-tock-am-be.	Nuk-she-pa-ubbe.
Nok-is-tubba.	Ne-tak-e-mah.
Nok-ish-to-nubbe.	No-sa-kah.
Nu-wa-ho-ka.	Nok-ne-een-tubbe.
Nook-tah-lubbe.	Nu-wa-tom-bee.
Nok-ho-mah.	No-sa-kah.
Nok-na-thub-be.	No-ah-tubbe.
Na-wabbe.	No-ah-hubbe.
Ne-tah-cubbe.	Nah-min-ah-ho-ka.
Ne-tuk-o-ka.	No-h-ne-man-to-nah.
Na-o-ka.	Nock-a-ne-lah.
Nok-we-tah.	Nah-ho-te-mah.
Nok-e-wa-tubbe.	Nock-ish-to-nubbee.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Nan-no-ha-ho-nah.
 No-le-ham-be.
 Nok-ne-tubbe.
 Noke-e-ne-ene-hubbe.
 No-ko-she.
 Nok-is-tom-be.
 Ne-tuk-e-lubbe.
 No-a-ham-ba.
 No-kan-yo-ka-tu-na.
 Na-ne-ma.
 Nan-cha.
 No-cum-mah-ho-ka.
 No-ka-tah.
 No-wa-yah.
 No-wah-ta-kah.
 Nock-ho-mah-hah-cho.
 No-wa-ho-nah.
 Nan-ne-ubbe.
 No-sa-cubbe.
 No-quo-ah-tubbe.
 Nock-a-chook-ma.
 Nock-pe-la-sa.
 No-e-em-yea.
 Nok-a-ha-la-jee.
 No-la.
 No-a-ho-na.
 Nok-e-fil-la-ho-na.
 No-la-ho-na.
 Nok-pa-la.
 No-wah-he-mah.
 No-sho-bah.
 Nook-chin-tubbe.
 Na-wa-ho-ka.
 Nok-ne-o-ka-tubbe.
 Nok-an-e-tubbe.
 Nim-nok-ha-cubbe.
 No-wah-ho-ka.
 Nok-ish-te-mah-yubbe.
 Nook-fille (or Fil-le).
 Ona-tubbe.
 Oak-la-te-a.
 Oon-ta-che-a.
 Oon-te-a-tubbe.
 Ona-chee.
 Ona-ho-ka.
 Ok-pe-a-hubbe.
 Ok-le-me-i-a.
 Ogle-as-te-ma.
 Oke-cha-te-ma.
 Ona-tubbe.
 On-wa-ka.
 Ona-te-na.
 On-a-to-hoyo.
 Og-lam-is-tubbe.
 O-na-ho-ka.
 O-on-ta-cha.
 O-nok-fil-la-tubbe (alias Fillatubbe).
 O-gla-hubbe.
 Oke-me-i-a.
 Ok-a-ish-ba-la-la.
 O-gle-a-te-ma.
 Ooon-ka-hubbe.
 O-glah-ho-nubbe.
 Ooon-tim-to-ka.
 O-nah-he-chubbe.

Oon-nah-tom-tubbe.
 Ogle-ho-lah.
 O-glah-non-nah.
 O-na-chubbe.
 Oo-nah-tubbe.
 Oke-la-we-tubbe (or Ohe-lin-tubbe).
 O-tim-po-nubbe.
 O-nah-te-ah.
 O-nah-tubbe.
 Oon-nah-ho-ka.
 Oon-a-tem-bee.
 Ogle-mi-o-nah.
 O-glah-no-wah-cha.
 O-nah-hubbe.
 Oon-na-ho-kee.
 O-nubbe.
 Oon-nah.
 Ow-wah-te-ah.
 O-gla-ham-bee.
 Oon-ta-ho-yo.
 O-quun-tah.
 Oon-ta-mah-chubbe.
 O-gla-ubbe.
 Ow-we-chah.
 O-lubbe-to-nah.
 Oppa-sah-he-mah.
 O-gla-ho-te-nah.
 Oon-tah-zubbe.
 O-thulck-a-ho-yo.
 Oon-ta-kah.
 Ok-lish-ti-ah.
 Oas-te-nubbe.
 Oon-ah-tubbe.
 Ok-chubbe.
 Ona-hin-lubbe.
 O-mol-le-tubbe.
 Oon-cha-la.
 Oon-ah-chubbe.
 Oon-ha-tubbe.
 Ok-la-ho-tubbe.
 Ok-che-tim-ah.
 Ok-lah-o-mah.
 Oon-te-ah-tubbe.
 Ok-la-me-ash-ah.
 Oon-ah-he-tubbe.
 Ok-lah-tubbe.
 Oth-la-ho-nah.
 Oon-ag-chubbe.
 Oon-an-che-ah-tubbe.
 Ok-cha (or Ela-ok-chubbe).
 Oc-chock-ah-tubbe.
 Ok-in-to-la-ho-nah.
 Oon-ta-tubbe.
 Ok-lah-ho-tubbe.
 Oon-ubbe.
 Ok-ah-in-chuk-mah.
 Ok-ish-te-mah.
 Ok-la-ha-mah.
 Ok-ah-che-ah.
 Ok-lee-han-tubbe.
 Oon-te-ka-ah.
 Onah-te-mah.
 Ok-lah-le.
 Ok-ish-tah-na.
 Ok-ah-fah-ma-ho-nah.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

O-na-te-ah.	Ok-la-no-wah.
Ok-lah-oka.	Ok-la-he-yubbee.
Ok-le-mi-ubbe.	Oon-ti-e-mah.
Ok-lah-chubbe.	Ok-lak-in-tubbe.
Ok-lah-che-tah.	Ok-lun-gee-hubbe.
Ok-i-yo-me-ho-nah.	Ono-che-hubbe.
Oon-ah-hubbe.	Ok-li-ho-ka.
O-nah-hubbe.	Ochee.
Ok-lah-tim-ah.	Ohe-nah.
Ok-po-ches-he-mah.	Ok-cha-tubbe.
O-ma-tubbe.	Ochee.
Oon-ah-he-mah.	O-nah-che-ho-yo.
Ok-la-o-nah.	Osh-ta-hah-ba.
On-wak-ubbe.	Ok-la-hubbee.
Oon-ah-hook-ta.	O-thah.
Oon-wah-tubbe.	O-nah-tah.
Ok-ish-ta-mah-ho-mah.	Oath-la-che.
Ok-le-an-ne.	O-ka-ish-te-e-mah.
Ok-lam-ba.	O-nah-be-mah.
Okish-ti-yah (or Ish-ti-ah).	Ok-la-ho-nubbe (alias Muk-o-nubbe).
Okis-tha-chock-ma-haka.	Ok-cha-tubbe.
Ok-a-hubbe.	Ok-la-she-ho-nah.
Ok-a-la-an-cha-hubbe.	Oon-ubbe.
Ok-cha-tubbe.	Ok-lah-he-mah.
Ok-li-yah.	O-nah-tubbe.
Ok-ti-e-che-mah.	Ok-li-ah.
On-te-ma-ho-zo.	Oka-ish-te-mah.
Ok-le-mi-yah.	Oon-ah-ho-chubbe.
Okah-no-wah.	O-ka-in-chuck-nah.
Oon-te-mah.	Oon-an-cha-hubbe.
Oon-ti-o-mah.	Oon-ah-he-mah.
Oon-te-ah-tubbe.	Ona-hook-ta.
Ok-lu-hubbe.	Ouan-che-hubbe.
Ok-ah-che-ah-honah.	Ok-cha-tubbe.
Ok-la-to-mah.	Ok-la-hubbe.
O-kis-ti-yah.	Ok-le-mo-mah.
Ok-la-che-ho-ka.	Ok-lo-hah.
Ok-a-to-la-he-nah.	Ok-a-yo-mah.
Oon-ubbe.	Oo-naw-mah-e-tubbe.
Ope-ah-kubbe.	O-man-too-nah.
Ok-la-ho-nah.	Oun-tan-be.
Okah-ta-ho-nah.	Oun-ah-han-tubbee.
Okis-tah-la-ho-nah.	Oun-ah-ho-yo.
Ok-che-ha-to-nah.	On-ta-cubbee.
O-chee.	Ok-la-kin-ah.
Onem-chehubbe.	Oon-ah-hook-tah.
Ok-le-muttah.	Ok-cha-tu-nah.
Ok-lah-yah-ho-nah.	Oon-te-ah-tubbe.
Ok-le-mah-che-ah-ho-nah.	Oon-ah-ho-nah.
O-na-che-hubbe.	O-kish-ti-me.
On-ti-o-mah.	Ok-ah-sta-mah
O-na-ha-tubbe.	Ok-lah-che-ho-yo.
Ok-la-bee.	Ok-is-tan-tah.
O-fa-ho-mah.	Oo-tub-ba.
Onah-ho-kah.	O-ne-mi-yah.
O-na-he-mah.	Oo-hah-tubbe.
Oha-nubbe.	Owa-tubbe.
On-tah-e-mah.	O-nah-chubbee.
O-nan-che-tim-ah.	Oon-tha-hah-yo-tubbee.
On-te-i-tubbe.	Og-li-mi-a.
On-te-kah.	Oun-nubbee.
Ota-kubbe.	O-nah-cha-tubbee.
O-te-ah-tubbe.	O-kah-che-ah.
Oke-la-he-mah.	Oon-take-ubbee (alias Take-ubbe).

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

O-lah-tin-tubbee.
 O-gle-o-nah.
 Ok-is-te-mo-nah.
 Ok-la-ho-nah.
 Ok-ish-tal-o-hah-ho-ka.
 Onah-che-ham-be.
 Outh-la-hubbe.
 On-to-bah-nah.
 Oke-lish-ti-yah.
 Oon-a-ham-bee.
 Oon-hik-ah.
 Ok-lan-hoo-nah.
 O-ta-she-mak.
 Ok-labba (or Tap-pe-na-ho-ma).
 O-na-ho-ka.
 O-na-ham-bee.
 O-na-he-ma.
 Ok-la-ha-la.
 O-nah-tick-ah.
 O-nah-ha-mah.
 Oon-shu-ah-ho-ka.
 O-nubbe.
 O-lah-hahn-cha.
 O-kah-ho-te-mah.
 O-nah.
 O-glock-ka-yo.
 O-glah-mah-ka.
 Oon-nock-a-mah.
 Oon-tock-ah-ne-ubbe.
 Oak-is-ta-cha.
 O-nook-cha (or Onook-chubbe).
 Ok-i-a-cha (alias Tah-nap-pe-ho-ja).
 O-mah-sha.
 Ow-wa-cha-ho-nah.
 O-gle-a-tubbee.
 Ok-a-ha-chubbee.
 Oon-tan-tubbee.
 Oth-la.
 O-gla-o-ha-tubbe.
 O-gla-ha-ma.
 O-lut-le-to-na.
 O-pe-ah-tubbe.
 Ok-la-ho-tubbee.
 O-ka-lan-che-hubbe.
 Oh-la-lah.
 Ok-is-tah-lo-la.
 Ok-la-him-ah.
 Ok-la-be-lubbe.
 Ok-chil-e-heka.
 Oth-la-chubbe.
 On-ah-ta-kah.
 Og-lah-ham-lee.
 Ona-tubbe.
 Ok-li-yok-ubbe.
 Oli-o-ka.
 Ok-lah-ho-nah.
 Ohul-in-tubbe.
 Ok-lo-hah.
 Ok-a-la-che (or Ish-to-pah-nubbe).
 Ok-lah-o-nah.
 Oh-ne-ho-te-ma.
 Ok-ish-tal-la-wah-ho-nah.
 Oh-to-gah-lan-tubbe.
 O-gli-o.

Oon-ah-tubbe (or Un-chu-tubbee).
 O-na-tubbee.
 O-gle-ash-ubbe.
 Ok-la-ka-tubbee.
 Ooclury, Pallas.
 Ooclury, George.
 Ooclury, Cyrus.
 O-glish-ti-yah.
 Oon-te-mah.
 Ok-ain-to-la.
 Pan-a-cha.
 Po-sho-a-tubbe.
 Pis-ubbe.
 Phillis.
 Pis-ha-lo-ti-ma.
 Pis-am-ok-an-tubbee.
 Pis-ak-a-chook-e-ma.
 Pis-a-tubbe.
 Pis-ah-o-te-ma.
 Pa-lam-a-ho-ka.
 Pa-shuth-lo-ke.
 Pa-le-sa-ho-ka.
 Paus-h-o-nubbee.
 Pom-fillah.
 Pis-ah-ke-a-tubbee.
 Pah-nah.
 Palla-machubbee.
 Pah-hah-cho.
 Pis-sah-hoke-ta.
 Phil-le-ti-ah.
 Pick-but-tah.
 Pal-la.
 Pusley.
 Pusk-co-chubbee.
 Phil-le-kah-ja.
 Pis-sah-ha-mah.
 Po-sha-to-nubbee.
 Peggy.
 Palla.
 Phil-le-mah.
 Peter.
 Pal-wah-chubbee.
 Pis-tick-e-ah.
 Pah-lam-mah.
 Pis-subbee.
 Po-tah.
 Po-nubbee.
 Pah-sho-nah.
 Pish-tan-ta-tubbee.
 Pah-sha-ho-te-mah.
 Pickens, Rachel.
 Pe-lubba.
 Pa-tubbe.
 Pe-lubbe.
 Pis-ah-to-ke-mah.
 Pis-ah-ho-ka-tubbe.
 Pis-ah-le-ho-ka.
 Pis-ah-ho-ka-tubba.
 Pah-nah.
 Pis-ah-tik-cubbe.
 Pis-ah-le-ho-ka.
 Pis-ah-ho-ka-tubba.
 Pah-nah.
 Pis-ah-tik-cubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Pok-o-chubbe.
 Pe-sa-che-ho-nah.
 Pis-ah-tim-lah.
 Pis-ah-hom-be.
 Pa-sa-chubbe.
 Pis-a-ho-kah-tim-ah.
 Pis-tek-e-ubbe.
 Po-tubbe.
 Pock-om-e-chubbe.
 Pock-ah-ma.
 Pe-le-ham-be.
 Pel-le-sah-ho-nah.
 Pis-ah-che-tubbe.
 Pe-ah-hubbe.
 Pith-le-le.
 Po-te-le-chubbe.
 Pis-te-ah-tubbe.
 Pun-ah.
 Pis-ah-tu-nah.
 Phe-lin-tah.
 Pis-ah-tim-ah.
 Paunch-tunah.
 Pis-ah-chan-tubbe.
 Pis-ah-ho-chubbe.
 Po-nok-to-Chubbe.
 Po-shon-she-hubbe.
 Pul-ke-tubbe.
 Pis-ah-tam-be.
 Pis-ah-tish-ubbe.
 Phe-la-cha-ho-ka.
 Pis-ah-tim-o-nah.
 Pis-ah-chim-ah.
 Pa-la-chubbe.
 Pah-lubbe.
 Pe-tam-o-tubbe.
 Pis-ah-ho-tu-na.
 Pis-ah-ho-ka-tim-ah.
 Pis-is-tubbe.
 Pah-lah.
 Po-lah.
 Pis-subbe.
 Pis-ah-cho-ho-nah.
 Pis-took-chubbe.
 Pah-sah-che-mah.
 Pah-yah.
 Pul-ka-tubbe.
 Pis-ah-ho-kah-tim-ah.
 Pis-ah-mok-in-tubbe.
 Pis-ah-ho-tim-ah.
 Pe-he-le-tubbe.
 Pah-sah-ho-nah.
 Pon-these-tubbe.
 Pa-la-sa-ho-mah.
 Pis-ah-che-ho-yo.
 Pash-ah-ho-mah.
 Passa-ho-nah.
 Pis-ah-ho-nah.
 Pis-ah-tubbe (alias Ah-pa-sa-tambe).
 Phil-e-mo-yah.
 Pis-a-ham-bee.
 Pa-sah-te-mah.
 Pe-yah-ho-ka.
 Pis-ah-man-tubbe.
 Pash-ah-ho-yo.

Puk-an-ho-ka.
 Pi-yah-hooc-ta.
 Phil-e-ah-ho-yo.
 Phil-e-mon-te-kah.
 Pis-ah-cha-hubbe.
 Pis-sah-te-mah.
 Pul-le-ho-nah.
 Po-la-tubbe.
 Pis-sa-che-ho-yo.
 Pis-sa-ho-ka.
 Po-ka.
 Pah-lah-hubbe.
 Pah-ta-tubbe.
 Pis-sah-ho-nubbe.
 Pis-sa-ham-bee.
 Pis-sah-e-kah.
 Pis-sah-ho-nah.
 Pis-to-pun-ne.
 Pis-sah-te-kah.
 Po-tah.
 Pis-e-ho-temah.
 Pis-sah-lah-he-mah.
 Pun-ubbe.
 Paush-ok-chi-ah.
 Pis-ah-to-nah.
 Po-ta-mah.
 Poush-is-nah-ho-mah.
 Pis-ah-on-te-mah.
 Pis-took-cha.
 Pa-nubbe.
 Pis-ah-to-she-mah.
 Paush-ok-chea.
 Poo-tah.
 Poush-is-to-nubbe.
 Pis-sah-che-te-mah.
 Poush-is-te-nubbe.
 Pa-sa-tubbe.
 Pe-ha-tubbe.
 Po-tah.
 Phil-e-ma-hubbe.
 Phil-e-moon-tubbe.
 Phil-e-ho-nubbe.
 Pa-sa-tom-ba.
 Posh-e-mah.
 Pis-a-cha-tubbe.
 Posh-an-o-wabbee.
 Pas-cum-me.
 Paush-ik-ish-o.
 Pul-ka.
 Pis-sah-ka-to-nah.
 Pis-ah-ta-cubbe.
 Pis-te-ah.
 Pash-i-o-nah.
 Phil-e-moon-tubbe.
 Pash-ish-te-ubbe.
 Pis-i-to-kubbee.
 Pis-took-chah.
 Po-sis-ti-yah.
 Pis-sah-te-mah.
 Pul-lah.
 Pis-sah-mock-an-tubbe.
 Po-shah-tubbee.
 Pa-sah-ho-nah.
 Peg-ga.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Po-tho-tah.
 Pa-sam-bee.
 Phil-le-ah.
 Pus-sah-kah.
 Pis-sah-koke-ah-ta-mah.
 Pis-ah-kah.
 Po-shut-tah.
 Pis-am-be.
 Pe-le-chubbe.
 Pis-ah-tim-ah.
 Posh-a-ma-ta-ka.
 Pis-ah-ti-ah.
 Pis-ah-o-gla.
 Po-tubbe.
 Pa-sah-ho-nah.
 Po-nah.
 Pis-ah-ish-no-wah.
 Pis-ah-ho-min-ah.
 Pes-ta-ge.
 Pah-na.
 Pe-no-la-Perry.
 Pis-a-tubbee.
 Po-to-tubbe.
 Pe-ah-shubbee.
 Pis-sah-hah-tubbe.
 Pah-sho-nah.
 Pis-sah-nah-to-nah.
 Po-shah-loke-ta (or Po-shock-ta).
 Pockin-am-bee.
 Pis-hubbee.
 Pash-ho-mah.
 Pocka-na-yah.
 Pe-tah.
 Pis-sah-tubbee.
 Pan-shisk-tu-na.
 Pi-al-e-ho-ka.
 Pis-a-to-nubbee.
 Pa-shub-ba-tubbee.
 Po-cham-ba.
 Pa-sa-chubbee.
 Pis-a-be-tubbee.
 Posh-a-mus-tubbee.
 Pi-sa-te-a.
 Pis-aho-ka-tubbee.
 Peter.
 Puck-chuubbee.
 Puth-kin-tubbee.
 Pan-she-o-ha.
 Pa-subbee.
 Pah-ha-mah.
 Peel-ah-tubbee.
 Pis-ah-to-cubbee.
 Po-tubbee.
 Pis-tah-ho-nah.
 Pis-ah-ho-nah.
 Pis-ah-ho-ka-to-nah.
 Pok-ah-la-ho-nah.
 Pis-ah-te-mah.
 Po-she-mah.
 Pa-sha-ho-to-na.
 Pis-ah-jah.
 Poc-ah-loop-ka.
 Pis-at-i-ah.
 Pis-ah-che-ho-nah.

Pone-lah.
 Pis-took-chah.
 Poush-ish-to-nah.
 Pis-ah-she-te-mah.
 Pa-sah-ho-nah.
 Pis-ah-han-bee.
 Pis-sah-ho-to-mah.
 Pis-sah-ham-be.
 Po-to-tubbe.
 Pis-at-am-te-mah.
 Phil-e-men-tu-nah.
 Pis-sah-che-hubbee.
 Pil-ah-tubbe.
 Poon-tah.
 Peas-tubbe.
 Pis-ah-ha-lubbe.
 Pa-chubbe (or La-pa-chubbee).
 Pis-ah-tubbee.
 Po-she-mah.
 Pen-mis-sah.
 Polly.
 Quah-na.
 Quish-tut-tah.
 Row-le.
 Raybarn.
 Sah-o-yo.
 Syla.
 Smith.
 Shi-mi-ah.
 Sukey.
 Sophy.
 Sampson.
 Susa.
 Shok-ta.
 Socka.
 Span-a-min-go.
 Stela.
 Stay matubbee.
 Stan-ti-ma.
 Si-e-na.
 Syop-a-tubbee.
 Shuk-a-tubbee.
 Sta-ta-he-ma.
 Ste-a-ho-te-ma.
 So-kin-nah.
 Stam-mah-han-to-mah.
 Shock-ko-yea.
 Shin-e-ah.
 Sina.
 Stim-ah-ha-tubbee.
 Stah-tubbee.
 Silis.
 Sta-ah-nubbee.
 Stil-la-chubbee.
 Sha-ho-ka.
 Sho-na-ho-ke-ta- (or Cush-ho-nah).
 Sam.
 Sarah.
 Sho-mi-yah.
 Suckey.
 Sully-ho-yo.
 Sto-nah-chubbee.
 Sutte.
 Stah-na.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Shum-to-nah.	So-ma-ka.
Sah-ho-nah.	Sock-ki-a.
Shah-lah-tah.	Si-a-na.
Sofa.	Sah-chah-ho-nah.
Sho-mo-lahka.	Sal-la.
Sah-la.	She-me-ho-ka.
Sha-mah-ho-yo.	She-co-pah-lo-mah.
Sill-la-ho-nah.	Shim-to-nah.
Sak-e-tim-ah.	Sa-ho-yo.
She-mah-la-to-nah.	Shi-ka-jo-na-wa.
Sha-ka-pa-ho-nah.	Ste-ma-ho-yo.
Sho-tubbe.	Solomon.
Sal-la.	Shah-pa-ja.
Suck-a.	Shi-yah.
Sham-pa-no-ka.	Sham-pi-o-nah.
Sam-me.	Sal-la.
Sho-nah.	Smith.
Sah-un-me-ho-ka.	Shah-pah-ho-mah.
Sho-tim-ah.	Shah-mah.
She-ko-pah-ho-mah.	Sah-mi-o-ka.
Sah-tubbe (or Pish-tubbe).	Sho-nak.
She-ne-po-tubbe.	Se-a-no-la.
Sho-te-mah.	Sta-fa-na.
Shum-pa-la (or Chumk-ul-a-ka).	Ste-a-tubbee.
Shan-io-tubbe.	Si-e-la.
Sham-pi-e.	Sta-lubbe.
Stah-nubbe.	Sally.
Sho-nah.	Sho-wa.
Sile.	Ste-ma-ho-yo-ho-na.
Sha-ne-kia.	Stan-cha (alias Ste-ma-ya, alias Kon-che).
She-se.	Sham-pi-a.
Sham-ta-ho-ka.	Sti-ma-la.
Sho-moon-tah.	Sa-ba-la.
Sho-mah-la-tubbe.	Sinah.
Ste-mok-ka-yo.	Si-na.
She-mah-ho-yo.	Shah-nah.
Sha-ka-ho-mah.	Sham-tah-o-ka.
She-mah.	Sah-ho-ba.
Stah-ho-nah.	Ste-ah-ho-ka.
Shon-wa-no.	Sho-tubbee.
Stuk-a-tubbe.	Si-la.
Shu-wak-ki-yah.	Tan-a-bon-ubbe.
She-mi-yah.	Tan-e-cha.
Stoo-nok-a.	Tan-a-chee.
Ste-ma-lah.	Tho-po-nubbe.
Stu-na.	Tom-pe-i-a.
Sal-lie.	Tem-mepa-pona.
Ste-a-le.	Tik-conubbee.
She-ma.	Tis-ho-chi-le-ta.
Sho-tubbe.	Tahubbee.
So-kutchi.	To-ta-ho-yo.
She-co-pam-be.	Ta-ho-na.
Shi-ah-kah.	Te-i-ya.
Sal-le-ok-ka.	Tik-pa-tubbee.
Sok-ka-ti-ah.	Tus-cubbee-ha.
Shah-ni-o-tubbe.	Tus-ka-em-itta.
Sally.	Tam-a-ho-ta-na (alias Stam-a-ho-to-na).
Sal-lie.	Tik-lo-nubbee.
Sho-mah-ho-ka.	Tis-pa-ham-ba (alias Tis-ho-ham-ba).
Sham-bee.	Tik-beia.
Sak-ka-tubbe.	Tem-a-ka.
Sho-tubbee.	Tam-a-ho-na.
Sum-e-hah-chubbe.	Tal-a-ho-na.
She-co-pan-she-hubbe.	Tam-a-tubbee.
Sha-nook-a.	Tuk-a-la-ma-ho-na.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

To-ta-ho-ma.
 Tillo-watubbe.
 To-lin-cha.
 To-ah-e-min-tubbee.
 Ti-yah.
 Tish-o-ham-bee.
 Thock-o-la-tubbee (or Thock-o-tubee).
 To-che-ah.
 Tah-hock-a-ma-tubbee.
 To-mah-la-chah.
 Ta-cubbee.
 To-ma.
 Ta-hu-te-mah.
 To-ko-tah.
 Tish-o-pam-bee.
 Tal-wah-ham-bee.
 Tus-ki-ah-leek-ah.
 Tick-a-lin-tubbee.
 Tick-but-tah.
 Tith-la-ho-nah.
 Tim-am-ho-tubbee.
 Tennepee.
 Thompson.
 To-no-wah.
 To-nah.
 Ti-ee-nah.
 Tah-ho-yo.
 To-cha.
 Tock-ah-la-to-nah.
 Ta-cubbee.
 Tock-ki-ah-chah-ho-nah.
 Tah-ho-nah.
 Ta-mah.
 Te-mi-yah-tubbee.
 To-mah-ho-yo.
 Tim-min-ta-hubbee.
 Tah-ho-ka.
 Tush-a-min-tubbee.
 Tah-ho-la-tubbee.
 To-ki-ah-Carnes.
 Tish-ah-ho-nubbee.
 Tick-lam-bee.
 Tak-ho-ka.
 To-pah.
 To-mah-ho-nubbee.
 To-no-te-mah.
 Ta-ba-cha.
 Tille-mah.
 Tah-no-wah.
 To-me-hattah.
 Tick-be-too-lah.
 To-tubbe.
 Took-la-he-mah.
 Tith-ho-tubbee.
 To-ma.
 Ton-ubbee.
 Tah-pe-chubbee.
 To-ho-ah-ho-nah.
 Tak-a-lam-be.
 Tha-o-hubbee.
 Thlo-po-tubbe.
 Tah-ish-cam-be.
 Te-aske-ho-mah.
 Tim-ah-ha-tubbe.

Tin-lah.
 Tam-bee (alias Pis-tam-bee.)
 Tah-ho-nah.
 To-ni-ya.
 Tub-be-ce.
 Tack-ah-lam-be.
 Te-lan-ah-che.
 Tah-ho-yah-ho-nah.
 Tick-ba-ho-nah.
 Tush-ho-nah-tah.
 Tah-he-kah.
 Te-me-ak-ke.
 Ta-to-bah.
 To-no-ho-ka.
 Tik-e-tim-ah.
 Tah-hah-ba.
 Tah-bc-kah.
 To-sho-yo-ho-nah.
 Tan-ne-too-nah.
 To-hubbe.
 Tan-tubbe.
 To-chubbe.
 Tith-le-le.
 Too-lah-tubbe.
 Ta-cubbe.
 To-ho-nah-te-mah.
 Te-ho-bah-tubbee.
 Tith-li-ah-ho-nah.
 Tah-lo-wah.
 To-nah.
 Tah-pe-nah.
 Tim-o-nah.
 Tith-lo-o-mte-ah.
 Tim-ma-la-ha-cha.
 Tah-pah-lah.
 Te-he-kah.
 Te-ah-ho-nah.
 Tith-le-le-ho-ka.
 Tish-o-pi-ah.
 Te-mah-lah-chee.
 Tah-nah-ho-nah.
 Te-mah-lah.
 Thlo-pulla.
 Tish-o-no-wah-tubbe.
 Tik-ba-ho-tubbe.
 Ta-nam-po-tubbe.
 Tone-ubbe.
 Tak-al-ah-tim-ah.
 Ta-shu-tubbe.
 Tik-ba-ho-tubbe.
 Tah-ho-ye.
 Tusko-lotto.
 To-nah.
 Tack-cubbe.
 Te-mi-ah-ho-yo.
 Tan-pe-na-hubbe.
 To-la-ho-nah.
 To-ba.
 Tish-u-no-wa-tubbe.
 Tom-e-hi-yo.
 Tim-ah-no-la.
 Tik-bah-ho-nah.
 Tan-oon-i-o-cubbe.
 Took-a-chubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Tick-e-bah.
 Tick-lah-oo-nah.
 Tan-up-pi-yah.
 Tah-ho-nah.
 Tah-Hubbe.
 Took-a-loon-tubbe.
 To-te-mus-tubbe.
 Tik-li-yah.
 Tal-lo-wah-ho-nah.
 Took-la-ho-na.
 To-bah-tam-ya.
 Tah-neen-cha.
 Tok-ka-la-too-nah.
 Tah-ho-nah.
 Te-mah-he-mah.
 Tah-ka-la-to-nah.
 Tah-hubbe.
 Tal-wah.
 Ta-hubbe.
 To-ah.
 To-ni-a.
 Te-bah-noo-kubbe.
 Tah-nin-to-nah.
 Tik-e-lah.
 Tah-ho-nah.
 Tah-nap-ha-cubbe.
 Te-mah-tam-be.
 Tah-ne-ho-nah.
 Tus-ka-a-to-kah.
 Take-ho-yo.
 Tah-hubbe.
 To-bul-la.
 To-te-pi-ya.
 Tah-no-wah.
 Tah-we-wah-ho-nah.
 Tik-lo-nubbe.
 To-noon-cha.
 Te-me-ah-ho-nah.
 To-pe-lah.
 Toon-lah-ho-nah.
 Tah-mah-hoke-chiah.
 Tan-ke-yo.
 Tah-mah-ha-lubbe.
 To-te-ho-yo.
 Tah-e-min-tubbe.
 Tah-mah-le-lubbe.
 Te-lubba.
 Tellis.
 Tik-bone-te-mah.
 Tik-bah-he-mah.
 To-me-hubbe.
 Tib-bah-ubbe.
 Took-la-ho-na.
 Te-mo-nah.
 Tish-ok-chia.
 Tok-o-la-tubbe.
 Tash-pa-ho-ka.
 Te-mah.
 To-kal-la-tubbe.
 To-lah-tubbe.
 To-kah-ho-nah.
 Te-ho-yo.
 Tike-be-ubbe.
 Tim-e-tubbe.

Te-mi-yea.
 To-pa-ho-mah.
 Ti-yea.
 Te-nah.
 Tal-o-wah-ho-nah.
 Tal-ne-ho-yo.
 Te-mah.
 Toon-la-ho-nah.
 To-ho-lah.
 Tah-ho-nah.
 Te-mah.
 To-lah-hubbe.
 Ta-she-co.
 Te-ok-ho-mah.
 To-hee-le.
 Tah-the-ho-nah.
 Tash-pah-tubbe.
 Te-meen-tah-ho-nah.
 Tebbe-ho-mah.
 Tus-co-chi-am-be.
 To-kah.
 Too-nah.
 Tin-to-tubbe.
 Tik-lah-tubbe.
 Tam-mo.
 Te-mam-ba.
 Ta-ho-kah.
 Ta-ho-nah.
 Te-ho-yo.
 Tush-pah-tubbe.
 Tah-nubbe.
 Tibbe-ho-nah.
 Tith-i-o-tubbe.
 To-lah-ho-nah.
 To-ne.
 Took-ah-lam-be.
 To-wah-noo-hah.
 Ta-wamp-ha-cubbe.
 To-sho-yo-tubbe.
 Tan-e-tubbee.
 Tim-ah-no-la-ho-nah.
 Te-ah-ho-yo.
 Tath-le-yo.
 Take-un-i-ye.
 Tan-u-wa-ho-nah.
 Ti-o-nah.
 Tus-ka-ha-kah.
 Te-lo-way.
 Te-the-ubbe.
 Tush-kam-ba.
 Tah-pe-nam-be.
 Tish-o-mus-tubbe.
 Ta-nam-pis-te-ubbe.
 Te-lah-ho-nah.
 Thla-ko-fa-che.
 To-tam-bee.
 Tush-pa-o-ka.
 Ti-am-ba.
 Tah-no-le.
 Tah-ho-ye.
 Tan-uth-la-che.
 Ta-nam-pa-ha-ka.
 Tith-lah-ho-nah.
 Tonk-le.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Tal-wah-ho-nah.
 To-pah-ho-nah.
 Te-ho-mus-tubbee.
 Tan-o-wa-tubbe.
 Tik-lo-nubbee.
 Tah-fa-mah.
 To-nam-pish-ubbe.
 Tah-nin-tubbe.
 To-nubbee.
 Te-cumseh.
 Taylor, Peggy.
 To-nah.
 Ti-ock-he-im-lubbee.
 To-ke-o-to-nah.
 Taylor, Pirena,
 Taylor, Hester A.
 Taylor, David F.
 Tal-wah-to-nah.
 Te-mah-lah.
 Te-a-he (or Is-te-an).
 Ta-ka.
 Tick-bone-tah-yubbe (or hubbe).
 Tik-ah-lut-tah.
 To-tubbe.
 Te-me-ho-ka.
 Ta-pe-ne-hubbe.
 Tish-o-tubbe.
 Tus-kam-bee.
 Ta-nam-pa-cha.
 Te-ah-ho-yo.
 Tah-hubbe.
 Tah-me-ne-lubbe.
 Te-ma-yo-la.
 Tap-pe-na-ho-ma.
 Thomas.
 Tan-ti-ma.
 To-kubbee.
 Tuk-a-lubbee.
 Tock-o-la-tubbe.
 Tus-ka-chuck-ah-mah.
 Tah-la-ho-lubbe.
 Tush-cubbe (or Tus-cuppa).
 Tah-na-hin-po.
 To-nubbe.
 Tus-ka-ho-ma.
 To-hah.
 Ta-hol-ba-tubbe.
 Tish-o-ham-bee.
 Te-ah-pahn-tah.
 Tah-li-yah.
 Took-lah-bee.
 Tus-sah-hah.
 Tah-nap-pe-ho-ja.
 Tith-le-tam-be.
 Tho-po-tubbee.
 Tus-sa-ha.
 Tan-na-pish-wa.
 Ta-mo-la-ho-na.
 Tal-la-hubbee.
 Tith-lo-ya.
 To-ta.
 Ta-hom-ba.
 Tith-a-la.
 Tish-a-ko-nubbee.

Ta-mo-a-ho-na.
 Tap-pa-non-che-a.
 Tus-ca-no-la.
 Tal-la-wa-ho-na.
 Tish-o-emitta.
 Tish-o-chi-le-ta.
 Tuk-a-la-nubbee.
 Tom.
 Tal-wah-ho-ke-ta.
 Te-mah.
 Un-me-hah-to-nah.
 Un-ah.
 Un-tah-she-mah.
 Un-nah-che-he-mah.
 Un-ta-ho-te-mah.
 Un-tah-tubbe.
 Ul-la-che-mah.
 Un-ah-to-lubbe.
 Un-te-ah-tubbe.
 U-lan-le-tubbe.
 Un-te-cum-e-ubbe.
 U-we-te-mah.
 Un-ah-to-lubbe.
 Un-ah-le-ho-ka.
 Un-te-ah.
 Un-tah-tubbe.
 Un-te-chubbe.
 Un-che-le.
 Ulth-la-ho-nah.
 Un-te-mah-ho-nah.
 Ush-wah-ho-nah.
 Ut-tut-te-mah.
 Us-tah-hi-ah.
 Ulth-lo-tah.
 Un-ah-timah.
 Ut-tut-e-mah.
 Ul-ah-we-lah (or Ah-bo-we-la).
 Utul-bee (or His-tubbee, alias Mr. Shoa).
 Ush-we-tubbee.
 Up-pa-hubbee.
 Un-ah-tubbee.
 Wak-a-tubee.
 Was-kin.
 Wa-ta-ho-yo.
 Washington.
 Wesley.
 Wa-to-ho-yo.
 Winna.
 Wausa.
 Wallace.
 Wale.
 Ward, Nicholas.
 Wah-ha-chah.
 Wilson, Tom.
 Wi-o-ka.
 Wah-ki-o-nubbee.
 William.
 Wilson.
 Wah-ah-o-tubbe.
 We-ah-ish-to-nah.
 Wak-ah-che-ho-yo.
 Wak-ah-tubbe.
 Wah-kah-tubbe.

List of Mississippi Choctaw Indians in whose behalf scrip was issued under the provisions of the act of Congress of Aug. 23, 1842—Continued.

Wak-ah-ho-nah.	Yo-kah, or Tiyah.
Wa-tubbe (or Oan-wah-tubbe).	Yow-wah-to-nah.
Wah-kah-a-te-mah.	Yun-ma.
Wash-ko-mah.	Yon-ah-ti-kah.
Wa-li.	Ye-min-tah-ho-nah.
Wah-li (or Billy).	Yok-o-tim-ah.
Wal-lee.	Yem-e-ti-ah.
Wak-a-tu-nah.	Yim-ish-lah-nah.
Wa-te-mah.	Yok-o-tubbee.
Wak-i-chubbee.	Yok-ko.
Wak-i-e-to-nah.	Yok-o-me-too-nah.
Wak-i-o-tubbe.	Yok-o-me-cha-ho-nah.
Win-ne.	Yem-e-ti-ah.
Wizy.	Yo-hah-tubbee.
Wah-tubbe.	Yim-mo-nubbee.
Wak-a-to-nah.	Yok-o-me-tim-ah.
Wak-io-nubbe.	Yok-io-tim-ah.
Way-tubbe.	Yum-ah-to-nah.
Way-ta-ho-nah.	Yem-ah-ho-ka.
Way-te-mah.	Yok-ah-ho-nah.
Wah-ki-ah.	Yo-ba.
Wa-la-ho-nah.	Yew-o-nubbe.
William.	Yok-ah-ham-be.
Wah-kin.	Yo-hubbe.
Willis.	Yon-ah.
Wah-tubbe.	Yon-ah-tah.
Wak-is-tubbee.	Yon-wah.
We-tuck-eeu-lubbee.	Yun-e-chubbe.
Wak-ka-te-i-a.	Yok-a-tubbe.
Wak-i-ah-te-ah.	Yan-ish-lak-nah.
Walis.	Yok-ah-to-nah.
Wak-kin.	Yok-o-te-mah.
William.	Yo-pal-lah.
Washington.	Yok-me-tam-be.
Win-na.	Yol-nubbe.
Wak-a-tubbee.	Yok-no-la.
Wa-ka-i-on-nubbee.	Yem-ak-ah-tubbe.
Wacka-ya.	Yem-e-tubbe.
Wa-a-ho-na.	Yok-ah-tubbee.
Wa-chah.	Ye-me-tubbe.
Wah-ka-ho-ke-tah.	Yah-mak-in-tubbe.
Wah-ki-o-tubbe.	Yam-moon-tubbee.
We-ah-ho-nah.	Ye-ah-tam-bee.
Wa-te-mah.	Yazoo-ho-pi-a.
Way-tubbe.	Yok-me-tubbee.
Yalla-ma.	Yah-kubbee.
Yim-me-tubbee.	Yem-e-tubbe.
Yaco-tona.	Yok-a-tam-be.
Yo-k-odee-tubbee.	Yok-mi-ti-ah.
Yacomma.	Yock-ma-chubbee.
Ya-co-to-na.	Yim-min-tubbee.
Yak-on-tubbee.	Yim-mah-ho-wah.
Yo-ca-ta.	Yok-ko-me-ah.
Yimma-ho-ka.	Yock-ah.
Yimma-tubbee.	Yok-a-tam-bee.
Yac-o-tam-ba.	Yo-ka.
Yak-a-hajo.	Yahk.
Ya-ka-pa.	Yo-pul-lah-ho-nah.
Yim-ma.	Yok-o-ta-hah-chubbee.
Yim-min-tah.	Ya-ta.
Yock-a-tubbee.	Yo-ca-chubbee.
Yock-a-ma-tubbee.	Yah-ho-ka-te-nah.
Yock-a-ma-tubbee.	Yock-a-te-nah.
Yocko-tah-nubbee.	

Mr. MURRAY. There is a public document giving them, too.

Mr. FERRIS. Yes, there is a public document, but I got these from the Indian Office.

Mr. DILL. When was the act of Congress passed?

Mr. FERRIS. I think it was in 1837.

Mr. HARRISON. The scrip proposition was in 1842.

Mr. FERRIS. What actually happened was this: The Indians that remained first had a series of years when they could take land if they wanted it, and in large areas, and there were 10,000,000 acres remaining there to give it to them, but only 143 families would exercise that right. Then Congress came along in 1842 and said, "if you won't take the actual land we will give it to you anyhow by scrip." This Congress did, and they received it and there is and can be no doubt about it.

Mr. MURRAY. They left them 10,000,000 acres to take from. They only got a total of 11,000,000.

Mr. FERRIS. That is true.

Mr. HARRISON. The scrip was issued with the understanding that half of it should be issued in Mississippi and the other half in Oklahoma.

Mr. FERRIS. That is true. The other 3,400 out of the approximately 4,000 went over and got the rest of its money at \$1.25 an acre. And their names are here. Nearly all of them emigrated to Oklahoma after they had received land in Mississippi and became full beneficiaries in Oklahoma also.

Now, gentlemen, here is the attitude of these people—these treaty relations with these people happened almost 100 years ago—96 years ago—these Indians, a good many of them, had been over to Oklahoma at one time and another and received not only their pro rata in Mississippi but likewise received certain lands and payments in Oklahoma. Then some of them journeyed back to Mississippi where they desired to live. Their descendants live there now. Of course the treaty Indians are long since dead. One hundred years have elapsed since then, but their scattering and remnant descendants, mixed blood, intermarried with every people on earth, are still there.

Dropping back now to the fourteenth article, which is the only claim that they have ever claimed or had—it is all that Senator John Sharp Williams, or that Mr. Harrison makes, and if they have any rights at all it is under that. Now my colleagues and I from Oklahoma might tell you one thing, and the Members from Mississippi would tell you still another thing. Now let us see what the courts will tell us, and let us see what the Secretaries of the Interior tell us, what the Dawes Commission tells us, all dealing with this precise section 14. Members of the committee who have not given great attention to this might well go astray following me; they might perchance go astray following the Mississippi delegation, but certainly they can not go astray if they follow the courts empowered to pass upon this thing when it does pass upon it.

I hold in my hand an exact copy of the Jack Amos decision, which is the decision of a Federal court passing on this precise section 14 of the treaty of 1837. This case arose in the regular way. Jack Amos, a full-blood Mississippi Choctaw in 1896, with 97 full-blood Choctaw Indians came before the Dawes Commission in Oklahoma and said, "We are unwilling to remove to Oklahoma, but under the

fourteenth article we are entitled to stay in Mississippi and enjoy the full rights of citizenship. They said by their petitions and by their argument then precisely what Mr. Harrison says now.

JACK AMOS ET AL. AGAINST THE CHOCTAW NATION.

In this case the proof shows that the claimants are Choctaw Indians by blood now living in the State of Mississippi; that neither they nor their ancestors have ever removed into the present Choctaw Nation.

The claimants base their right to be enrolled as Choctaw citizens upon the term of the second and fourteenth articles of the treaty negotiated at Dancing Rabbit Creek on September 27, 1830, and of the conditions of the patent to the lands of the Choctaw Nation executed by President Tyler in the year 1842. (Durant Ed. Choctaw Laws, p. 31.)

Articles 2 and 14 of the treaty of 1830 are as follows:

"ART. 2. The United States, under a grant specially to be made by the President of the United States, shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it, beginning near Fort Smith, where the Arkansas boundary crosses the Arkansas River, running thence to the source of the Canadian Fork, if in the limits of the United States, or to those limits; thence due south to Red River, and down Red River to the west boundary of the Territory of Arkansas; thence north along that line to the beginning, the boundary of the same to be agreeable to the treaty made and concluded at Washington City in the year 1825. The grant to be executed so soon as the present treaty shall be ratified.

"ART. 14. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty; and he or she shall thereupon be entitled to a reservation of one section of 640 acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half of that quantity for each unmarried child which is living with him over 10 years of age, and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands, intending to become citizens of the States, for five years after the ratification of this treaty, in that case a grant in fee simple shall issue. Said reservation shall include the present improvements of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but, if they ever remove, are not to be entitled to any portion of the Choctaw annuity."

The conditions of article 2 of the treaty, that the land should be conveyed "to the Choctaw Nation in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it," are carried into the patent, and are the only portions of that instrument which shed any light on the question now being considered, and therefore article 2 and the conditions of the patent may be considered together.

The whole object of the treaty of 1830 was to procure the removal, as far as practicable, of the Choctaw people to the lands west of the Mississippi which they now occupy. The Supreme Court of the United States, in the case of the Choctaw Nation v. United States (119 U. S., 36), after reviewing the treaties of 1820 and 1825, says:

"In the meantime, however, under the pressure of the demand for settlement of the unoccupied lands of the State of Mississippi by emigrants from other States, the policy of the United States in respect to the Indian tribes still dwelling within its borders underwent a change, and it became desirable, by a new treaty, to effect, as far as practicable, the removal of the whole body of the Choctaw Nation, as a tribe, from the limits of the State to the lands which had been ceded to them west of the Mississippi River. To carry out that policy the treaty of 1830 was negotiated."

Again in the case, page 27, the court says:

"It is notorious as a historical fact, as it abundantly appears from the records of this case, that great pressure had to be brought to bear upon the Indians to effect their removal, and the whole treaty was evidently and purposely executed not so much to secure to the Indians the rights for which they had stipulated as to effectuate the policy of the United States in regard to their removal."

Article 3 of the treaty of 1830 stipulates that the Choctaws agree to remove all of their people during the years 1831, 1832, and 1833 to those lands. (7 Stat. L., 333.)

Article 14 of the treaty, however, provides for certain privileges and rights for those who might choose to remain in Mississippi with a view to becoming citizens of that State. They and their descendants were to receive certain lands and, after living on

them for five years, intending to become citizens of the State, these lands were to be granted to them in fee simple. Then follows this very peculiar clause:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

The difficulty in construing this clause of the treaty is to ascertain the meaning of the word "remove." To what does it relate and how shall we give it meaning? It certainly does not purpose to impose a penalty on the Choctaw who may choose to remove for removing, and for that reason forfeit his right to the annuity, because, so long as he remained in Mississippi he was not entitled to any annuity, and, therefore, by removing he could not forfeit that which he did not have. If he removed, he was to have no annuity, and if he remained he was to have no annuity. It is evident, therefore, that the word was not used for the purpose of forfeiting the annuity in case of removal. Then, what are its uses? The very object of the treaty was to procure a removal of these people.

The whole of the Choctaw Nation, with all of its sovereignty, its powers, and its duties, was to be transferred beyond the Mississippi. It was to exercise its powers, confer its privileges, and maintain the citizenship of its people in another place. Those who were left behind were to retain not this Choctaw citizenship but only the "privileges of a Choctaw citizen." That is, that when they put themselves into a position that these privileges could be conferred upon them they were to have them, and under the conditions and purposes of this treaty how would it be possible for them to put themselves in such a position without first removing within the territorial jurisdiction of the Choctaw Nation and within the sphere of its powers? What privilege would it be possible for the Choctaw Nation to confer, or a Mississippi Choctaw to receive, so long as he remained in Mississippi and out of the limits of the Choctaw Nation? By the very terms of the treaty they were to become citizens of another State, owing allegiance to and receiving protection from another sovereignty. If one Mississippi Choctaw were to commit a wrong against the person or property of another, the right would be enforced and the wrong redressed under the laws of Mississippi. The Choctaw Nation would be powerless to act in such a case. The Choctaws in that State can not vote, sit as jurors, or hold office as a Choctaw citizen or receive any other benefit or privilege as such. They can not participate in the rents and profits of the lands of the Choctaw Nation, because by the very terms of the grant the Choctaw people and their descendants must live upon them. If they do not, it is an act of forfeiture, made so by the provisions of article 2 of the treaty of 1830, and also of those of the patent to their lands afterwards executed.

The title of the Choctaw people to their lands is a conditional one, and one of the conditions of the grant, expressed in both the second article of the treaty of 1830 and the patent, is that the grantee shall live upon them. And who are the grantees? Who are these people who are to live upon the land? Unquestionably the Choctaw people and their descendants; for, while the grant is to the Choctaw Nation, the people seem to be included, both as grantees and beneficiaries. The language of the treaty is, and it is carried into the patent:

"The President of the United States shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple, to them and their descendants, to inure to them while they shall exist as a nation and live on it."

The Choctaw Nation is not "them" and can not have "descendants." And while it may exercise its sovereignty and its national powers within certain defined territorial limits, it can not "live on land." Those provisions of the grant which are expressed in the plural and attach to "descendants" and which require as a condition that the land shall be lived on beyond doubt refer to the Choctaw people and their descendants. Whatever effect upon the title the limitation upon the rights of alienation expressed in the patent, so that the lands can not be sold except to the grantor or by its consent, may have, there can be no question but that the second article of the treaty of 1830, negotiated 12 years before the execution of the patent, and in which no limitation on the right of alienation is expressed, was intended to convey a fee-simple title, burdened by two conditions subsequent, the one that the grantees should continue the corporate existence of their nation, and the other that the people of that nation and their descendants should forever live upon the land. A failure of either would work a forfeiture of the title to the grantor.

Now, why was it that this fee-simple title was to be burdened by the condition that the grantee must live on the land? In the light of the knowledge of the conditions that then existed the answer is plain. The policy of the Federal Government at that time relating to the Indian tribes, was to move them upon a reservation and keep them there; and if the Indians, either singly or in numbers, should stray off, soldiers with guns and bayonets were used to drive them back. This very treaty was negotiated

with the Choctaws for that very purpose. Hence the condition in the grant that they should live on the land or it should be subject to forfeiture to the United States. This condition was inserted for two reasons: First, to compel the grantees to remove upon the lands; and, second, to compel them to remain on them after removal. It was not intended that some should go and locate on the lands and hold the title for themselves and also for the others who should choose to remain. This would defeat the very object of the conditions. These lands were conveyed to the Choctaw people to be held by them as tenants in common. This intention of the second article of the treaty of 1830 is expressed by the use of the words "them and their descendants" and of the clause that they were to "live on the land." Both of these clauses are expressed in the plural, and evidently do not relate to the nation as a corporate body. That a tenancy in common was intended is made clear by a consideration of section 3 of an act of Congress entitled "An act to provide for an exchange of lands with the Indians residing in any of the States or Territories, and for their removal west of the Mississippi River," approved May 28, 1830 (4 U. S. Stat. L., 412). The section reads as follows:

"And be it further enacted, That in the making of any such exchange or exchanges it shall and may be lawful for the President solemnly to assure the tribe or nation with which the exchange is made that the United States will forever secure and guarantee to them and their heirs or successors the country so exchanged with them and, if they prefer it, that the United States will cause a patent or grant to be made and executed to them for the same: *Provided always,* That such lands shall revert to the United States if the Indians become extinct or abandon the same."

At the time the treaty of 1830 was negotiated (Sept. 29, 1830) this act had been on the statute books of the United States for four months, and as a matter of course the commissioners to negotiate the treaty were familiar with it. But the language used in this act to limit the estate is "to them, their heirs, or successors." The language used in the treaty to limit the estate therein granted is "in fee simple to them and their descendants," and then conditions are attached not named in the statute. Why the word "successors" was left out of the treaty is plain. But why the word "heirs" was changed to the word "descendants," unless it was that a word should be used within the comprehension of those untutored Indians, who knew nothing of the technical phrasing of the common law used in the conveyance of real estate, is not easy to determine. The word "successors" was omitted from the treaty because by its terms the Choctaw Nation was to have no successors. They were to live on the land forever or it should be forfeited to the grantor. When the technical words "successors" and "heirs" were dropped and the common word "descendants" was used, these Indians could understand it. They knew that they and their offspring were. It was to them—the people and their children—that the land was sold; and when the condition was added that the grant was to be made to them and their descendants only in the event that they should live upon the lands, they could not but understand that this implied a removal to and a continual residence upon them.

As a further evidence that the parties understood that by this transaction the land was to be held in common by the people, the treaty of 1833, article 1, provides, after describing the lands, as follows:

"And pursuant to an act of Congress approved May 28, 1830, the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal undivided interest in the whole: *Provided, however,* No part thereof shall ever be sold without the consent of both tribes and that said land shall revert to the United States if said Indians and their heirs become extinct or abandon the same." (4 U. S. Stat. L., 276.)

If this be true there is no holding in trust by the corporate body of the Choctaw Nation for the benefit of the people, but the people themselves have the title and hold in common.

"A tenancy in common is a joint estate in which there is unity of possession but separate and distinct title. The tenants have separate and independent freeholds or leaseholds in their respective share, which they manage and dispose of as freely as if the estate was one in severalty. * * * The interest of one tenant in common is so independent of that of his cotenant that in a joint conveyance of the estate it would be treated as a grant to each of his own share of the estate." (Tiedeman on Real Property, 235.)

And therefore any condition of the grant would be as binding on each of the tenants in common as if the estate was in severalty and vested in the individual tenant. And therefore the condition named in the second article of the treaty of 1830 and in the

patent, that "they shall live on the land," is binding individually upon each and upon all of the grantees.

In the third article of the treaty the Choctaws agreed to move all of their people within three years, and the United States intended that they should go. But, by the fourteenth article of the treaty, provisions were made whereby those who should decide to remain and become citizens of the State of Mississippi, in the event that, because of the intolerance and persecution of the whites, which they themselves had so bitterly experienced, or for any other cause, they might become dissatisfied with their altered conditions and their new citizenship and desire to follow them to their new homes and thereafter exercise with them in their own country the privileges of citizenship they could do so, except that they were not to participate with them in their annuities, the lands which they were to receive in Mississippi being deemed a compensation for that.

When the fourteenth article of the treaty was framed the negotiating parties understood that the policy of the United States was that the Choctaws were to be removed. The Choctaws, in article 3, had just agreed that they should all go. The ink was not yet dry in article 2, whereby the condition was placed in this grant to the lands that they should live upon them or they should be forfeited, and that no privilege of citizenship could be conferred or enjoyed outside of the territorial jurisdiction of their newly acquired nation. Understanding these conditions, the latter clause of article 14 was penned:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove—that is, if they ever place themselves on the land and within the jurisdiction of the nation whereby those privileges may become operative—are not to be entitled to any portion of the Choctaw annuity."

In other words, if they ever remove, they are to enjoy all of the privileges of a Choctaw citizen except that of participating in their annuities. If this be not the meaning to be attached to the word "remove" as used in the clause of the treaty under consideration, it must be meaningless. But in the interpretation of statutes it is the duty of the court to so interpret them as to give every word a meaning, and, in doing so, it must take into consideration the whole statute, its objects and purposes, the rights which are intended to be enforced and the evils intended to be remedied; it may go to the history of the transaction about which the legislation is had and call to its aid all legitimate facts proven or of which the courts will take judicial notice in order to find the true meaning of the word as used in the statute. Of course, the same rule of interpretation applies to treaties. Adopting these rules in the interpretation of article 14 of the treaty of 1830, I arrive at the conclusion that the "privilege of a Choctaw citizen" therein reserved to those Choctaws who shall remain, thereby separating themselves, it may be forever, from their brethren and their nation, becoming citizens of another sovereignty and aliens of their own, situated so that it would be impossible while in Mississippi to receive or enjoy any of the rights of Choctaw citizenship, was the right to renounce his allegiance to the Commonwealth of Mississippi, move upon the lands conveyed to him and his people, and there, the only spot on earth where he could do so, renew his relations with his people and enjoy all of the privileges of a Choctaw citizen, except to participate in the annuities.

As an evidence that the Choctaw people themselves took this view of the question, attention is called to the fact that their council has passed many acts and resolutions inviting these absent Choctaws to move into their country, and on one occasion appropriated a considerable sum of money to assist them on their journey; and until the past two or three years have always promptly placed those who did return on the rolls of citizenship, but never enrolled an absent Choctaw as a citizen.

On December 24, 1889, the General Council of the Choctaw Nation passed the following resolution:

"Whereas there are large numbers of Choctaws yet in the States of Mississippi and Louisiana who are entitled to the rights and privileges of citizenship in the Choctaw Nation; and

"Whereas they are denied all rights of citizenship in said States; and

"Whereas they are too poor to immigrate themselves into the Choctaw Nation: Therefore be it

Resolved by the General Council of the Choctaw Nation assembled, That the United States Government is hereby requested to make provisions for the emigration of said Choctaws from said States to the Choctaw Nation," etc.

The language is not that they are entitled to the rights and privileges of Choctaw citizenship in the States named, but "who are entitled to all the rights and privileges of citizenship in the Choctaw Nation," and the prayer is that because of the fact that they are denied the rights of citizenship in the States that the United States will

remove them to a place—their own country—where the rights of Choctaw citizenship may be enjoyed by them.

As a further evidence of the fact that all of the parties to the treaty, the United States, the Choctaw Nation, and the Mississippi Indians themselves, have always understood that the Mississippi Choctaws were entitled to none of the rights of a Choctaw citizen so long as they remained in that State, attention is called to the fact that the lands in Mississippi which were ceded to the United States by the Choctaw Nation by virtue of the treaty of 1830 were, under the laws of the United States, sold. The Choctaw Nation claimed that they had never been paid any consideration for them, and that the United States justly owed them the net proceeds arising out of the sale. For many years this contention was carried on before the departments of the Government, commissions, and other tribunals. Finally, by treaty, it was submitted to the Senate of the United States for decision. That body found in favor of the Choctaw Nation. The case then went to the Court of Claims, and from there to the United States Supreme Court, in which court judgment was finally rendered for nearly \$3,000,000.

This judgment was rendered in November, 1886. The money was turned over to the Choctaws by the United States, and by them, with the knowledge and consent of the United States, divided among their own people who lived in the nation. Not one farthing of it was ever paid to an absent Mississippi Choctaw, and no portion of it was ever claimed by them. During this whole litigation, running through many years, no effort was made to make themselves parties to the suit. And when the money was finally paid to the Choctaw authorities to be divided among the people they made no claim for any part of it, and entered no protest to its being paid to the resident Choctaws, nor have they brought suit for their share since. The other party to the treaty, the United States Government, the guardian of these Indians, paid the money without ever making any provisions for the Mississippi Choctaws to get their share or intimating that anything was due them. When it is remembered that this money was the proceeds of the sale of the lands in Mississippi belonging to the united Choctaw people while they lived in that State, and that the great bulk of the Mississippi Choctaws had never received one farthing for their share in the lands. If they, living in Mississippi, are entitled there to the rights of a Choctaw citizen it is remarkable that they did not assert their rights.

Again, a few years ago, the interest of the Choctaws to lands lying west of their present boundaries was sold by them to the United States for a considerable sum of money. This, like the other, was promptly divided among the resident Choctaws with the knowledge and consent of the United States, and without protest or claim of the Mississippi Choctaws. If they are entitled to the privilege of Choctaw citizens without removing into the boundaries of the nation they are and were entitled to their pro rata share of this money. If they do not understand that they have no claim to the rights of citizenship without moving into the country why have they, for the past 65 years, silently stood by and permitted these kinds of transactions to be had without claim, protests, or suit?

The Eastern Band of Cherokees, now residing in North Carolina, sustained a relationship to the Cherokee Nation almost identical to that sustained by the Mississippi Choctaws to the Choctaw Nation. Like the Mississippi Choctaws, there were some among them who were averse to moving to their new country, west of the Mississippi River. Provisions were made for them by the treaty of New Echota—the treaty of 1835—between the Cherokee Nation and the United States similar to those with the Choctaws by the treaty of 1830. When the Cherokee people moved to the present home of the Cherokees, these remained behind in North Carolina, where they have ever since resided. Like the Choctaw treaty of 1830, the treaty of New Echota provided that their lands should be ceded to them and their descendants, and so forth. The Cherokee Nation, by virtue of a treaty with the United States, afterwards sold some of these lands.

The Eastern Band of Cherokees, in North Carolina, unlike their Mississippi Choctaw brethren, promptly demanded their pro rata of the proceeds of this sale, and upon being denied at once sought and obtained permission of the United States to sue the Cherokee Nation in the Court of Claims for this money, and also, in the same suit, to sue for another fund which was created by the treaty of New Echota, consisting of certain annuities in the sum of \$214,000, of which the Eastern Band of Cherokees claimed a pro rata share. The suit was brought, and the Court of Claims, in a very elaborate and learned decision, decided against the right of the Eastern Band of Cherokees to recover, upon the ground that those Cherokees, by the act of remaining in North Carolina, had alienated themselves from the Cherokee Nation to such an extent that they could not claim any rights of a Cherokee citizen without moving into the Cherokee Nation and there being readmitted in accordance with the constitution

and laws of that nation. The case was appealed to the Supreme Court of the United States, and there the decision of the Court of Claims was affirmed. (*Eastern Band of Cherokees v. U. S.*, 117 U. S., 288.) In that case the Supreme Court, after reviewing all of the treaties and statutes relating to the matter, concluded by saying:

"If Indians in that State (North Carolina) or any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation, in whatever form it may exist, they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as there provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation. These funds and that property were dedicated by the constitution of the Cherokees and were intended by the treaties with the United States for the benefit of the united nation, and not in any respect for those who had separated from it and become aliens to their nation. We can see no just ground on which the claim of the petitioners can rest in either of the funds held by the United States in trust for the Cherokee Nation."

It seems to me that this decision of the Supreme Court, founded on a case so nearly similar to the one at hearing, conclusively settles the contention in favor of the Choctaw Nation. Indeed, in that case the Supreme Court expresses a very strong intimation that these provisions of the treaty of New Echota relating to and providing for these Cherokees who should refuse to move West were confined in their operation to that class of Cherokees then in esse, and the rights conferred by those provisions of the treaty did not descend to their offspring; that the descendants of those Cherokees did not succeed to the rights of their ancestors under the treaty. The language of the Supreme Court is:

"Nor is the band (Eastern Band of Cherokees), organized as it now is, the successor of any organization recognized by any treaty or law of the United States. Individual Indians who refused to remove West and preferred to remain and become citizens of the States in which they resided were promised certain moneys, but there is no evidence that the petitioners have succeeded to any of these rights. The original claimants have probably all died, for 50 years have elapsed since the treaty of 1835 was made, and no transfer from them to their legal representatives is shown." (Ib., 310.)

The court proceeds, however, to decide this case, as heretofore shown, on the ground that the Indians composing the Eastern Band of Cherokees had not removed into the Cherokee Nation and reassumed their citizenship under the constitution and laws of that nation.

I am disposed to the opinion, however, and will so hold, that the descendants of the Mississippi Choctaws, by virtue of the fourteenth article of the treaty of 1830, are entitled to all of the rights of Choctaw citizenship, with all of the privileges and property rights incident thereto, provided they have renounced their allegiance to the sovereignty of Mississippi by moving into the Choctaw Nation in good faith to live upon their lands, renewing their allegiance to that nation, and putting themselves in an attitude whereby they will be able to share in the burdens of their government. The reason for this conclusion is, to my mind, made morally certain when it is remembered that ever since the treaty of 1830, now for the period of nearly 67 years, with the exception of the past 2 or 3 years, the Choctaw Nation, by its legislative enactments, and by its acts so long continued that by custom they have become crystallized into law, have universally admitted all who should remove to this country and rehabilitate them in all of the rights and privileges of citizenship enjoyed by themselves.

The counsel for the claimants lay considerable stress on the effect of the provisions of article 13 of the treaty of 1866 between the United States and the Choctaw Nation. (14 Stat., —.)

By the eleventh and twelfth articles of that treaty a scheme was devised by which the lands of the Choctaw and Chickasaw Nations were to be surveyed and divided and allotted to the individual Indians, provided the councils of the respective nations should agree to it, which, however, they have refused to do. A land office was to be established at Boggy Depot in the Choctaw Nation. When all of the surveys were completed, maps thereof were to be filed in the said land office, subject to the inspection of all parties interested, and immediately thereafter notice of such filing was to be given for 90 days, calling upon all parties interested to examine said maps, to the end that errors in the location of occupancies, which were to be noted on the map, might be corrected.

Then followed article 13 of the treaty, which is as follows:

"ART. 13. The notice required in the above article shall be given not only in the Choctaw and Chickasaw Nations, but by publication in the newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw

and Chickasaw Nations may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be permitted to select for him or herself or other, as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention, or the intention of the party for whom the selection is to be made, to become bona fide resident in the said nation within five years from the time of selection and should the said absentee fail to remove into said nation and occupy and commence an improvement on the land selected within the time aforesaid the said selection shall be canceled and the land shall thereafter be discharged from all claim on account thereof."

From an examination of this article of the treaty it will be seen that the Choctaws and Chickasaws recognized the right of absent members of their nations to participate in the allotment and subsequent ownership of their lands to the same extent as they themselves enjoyed, but on conditions, however: First, that they should satisfy the register of the land office of their intention to become bona fide residents in the said nation within five years from the time of said selection; and, second, that within the said five years they should actually remove into the said nation (there is a statute of limitation); and, third, that within the said five years they should occupy and commence an improvement upon the selected lands.

It will be observed that this latter clause imposes a condition on absent Indians nowhere required of the resident ones by any clause of the treaty. They were required to move into the country and show their good faith and their intention to remain bona fide citizens of the nation by actual occupancy of the land and an expenditure of money in its improvement. The notice was to be given them in order that they might have an opportunity of removing into the nation and there residing and resuming their rights as citizens; but care was to be taken, and safeguards provided by which their removal was to be actually had, and that was to be done in good faith. First, the register of the land office was to be convinced by such proof as might satisfy him of the intention of the absent Indian to become a bona fide resident of the nation before he was allowed to make a selection; and, second, that was to be followed by an actual occupancy and improvement of the land; and if he failed in this, it worked a forfeiture of his rights. Nowhere within the whole treaty is any right recognized or conferred on an absent Indian except consummated or enjoyed until after actual removal. No treaty or act of the Choctaw Council or of any officer of the Choctaw Nation since the treaty of 1830 can be cited, or at least I have not found them, whereby any right or privilege has been conferred, granted, or recognized in or to a Mississippi Choctaw so long as he shall remain away from his people, but there are an infinitude of such acts and conduct granting and recognizing such rights and privileges to him after he shall have moved away.

The provisions of the treaty of 1866, so far from being an authority in favor of the contention of claimants, seems to me to be strongly against him.

To permit men with, perchance, but a strain of Choctaw blood in their veins, who 65 years ago broke away from their kindred and their nation, and during that time, or the most of it, have been exercising the rights of citizenship and doing homage to the sovereignty of another nation, who have borne none of the burdens of this nation, and have become strangers to the people, to reach forth their hands from their distant and alien home and lay hold of a part of the public domain, the common property of the people, and appropriate it to their own use would be unjust and inequitable.

It is, therefore, the opinion of the court that absent Mississippi Choctaws are not entitled to be enrolled as citizens of the Choctaw Nation.

The action of the Dawes Commission is therefore affirmed, and a decree will be entered for the Choctaw Nation.

Mr. NORTON. That is the gist of Mr. Harrison's case.

Mr. FERRIS. Exactly his contention now. Now let us see what the Federal court says: This is not a case out of point, but is simply a decision of the exact issue now before this committee where the facts are identical.

Mr. HASTINGS. You want to make that clear, that that exact question was raised in the Jack Amos case.

Mr. FERRIS. Yes; Jack Amos and 97 full-blood Choctaws, then residing in Mississippi, were carried over by some attorneys to Oklahoma and came before the Dawes Commission and said:

Under the fourteenth article of the treaty we are entitled to be enrolled; we are entitled to share in this land; we are entitled to share in this money and still keep our residence in Mississippi.

This is the winding up clause of Judge Clayton's decision.

The CHAIRMAN. What is the date of that decision?

Mr. FERRIS. 1896, I think—no, 1897. They came before the Dawes Commission in 1896 and were turned down flat. This was on appeal to Federal court from the Dawes Commission, who had already held they could not be enrolled under Article XIV of the treaty.

But listen to what the court says. The whole case will be settled in your mind once and for all.

Mr. THOMPSON. This was on appeal from the Dawes Commission?

Mr. FERRIS. Yes; it was first tried before the Dawes Commission, and they turned it down flat. It was preposterous to assume that those people could live in Mississippi and retain the allegiance of their people nearly 100 years, and then decide to go to Oklahoma and get their land and still remain in Mississippi. To do that would let them profit by the refusal to do what Congress intended them to do; yes, to profit by refusing to do the things they agreed to do.

Congress called upon the Dawes Commission in 1897 for a report on this very subject. The commission's report is a Senate document which I am inserting herewith. It is as follows:

[House Document No. 274, Fifty-fifth Congress, second session.]

REPORT OF THE COMMISSION TO THE FIVE CIVILIZED TRIBES.

[Letter from the Secretary of the Interior, transmitting a report of the Commission to the Five Civilized Tribes relative to the Mississippi Choctaws.]

DEPARTMENT OF THE INTERIOR,
Washington, February 2, 1898.

SIR: I have the honor to transmit herewith a copy of a report of the Commission to the Five Civilized Tribes, relative to the Mississippi Choctaws, made in pursuance of the following provision contained in the Indian appropriation act of June 7, 1897:

"That the commission appointed to negotiate with the Five Civilized Tribes in the Indian Territory shall examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship, except an interest in the Choctaw annuities."

Very respectfully,

C. N. BLISS, *Secretary.*

THE SPEAKER OF THE HOUSE OF REPRESENTATIVES.

REPORT OF THE COMMISSION TO THE FIVE CIVILIZED TRIBES UPON THE QUESTION
"WHETHER THE MISSISSIPPI CHOCTAWS UNDER THEIR TREATIES ARE NOT ENTITLED
TO ALL THE RIGHTS OF CHOCTAW CITIZENSHIP, EXCEPT AN INTEREST IN THE CHOCTAW
ANNUITIES," REQUIRED BY ACT OF CONGRESS, APPROVED JUNE 7, 1897.

To the Congress of the United States:

The Commission to the Five Civilized Tribes were required by act approved June 7, 1897, to "Examine and report to Congress whether the Mississippi Choctaws under their treaties are not entitled to all the rights of Choctaw citizenship, except an interest in the Choctaw annuities."

The commission has attended to that duty, and make the following report:

The Mississippi Choctaws are the descendants of those Choctaw Indians who declined to remove to the Indian Territory with the tribe under the provisions of the treaty made with the United States September 27, 1830, under which the Choctaws obtained their present reservation in the Indian Territory. There has never been a census taken of them, but they are estimated to number at the present time about twelve hundred. These are represented to be a poor and feeble band, somewhat scattered in different parts of the State of Mississippi, but located mostly in the counties of Neshoba, Newton, Leake, Scott, and Winston. They claim the right to continue their residence and political status in Mississippi as they and those from whom they descended have done for 65 years, and still are entitled to enjoy all the rights of

Choctaw citizenship except to share in the Choctaw annuities. This claim is based on the fourteenth article of said treaty, which is in these words:

"ARTICLE XIV. Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so, by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over ten years of age; and a quarter section to such child as may be under ten years of age, to adjoin the location of the parent. If they reside upon said lands intending to become citizens of States for five years after the ratification of this treaty, in that case a grant in fee simple shall issue; said reservation shall include the present improvement of the head of the family, or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not entitled to any portion of the Choctaw annuity."

What their political status is in the State of Mississippi is defined in this fourteenth article of the treaty. Their ancestors each was to signify within six months after the ratification of the treaty his desire to remain and become a citizen of the States, which would entitle them to 640 acres of land and a less amount to each member of his family, and after a residence on the same of five years, with intent to become a citizen, are then entitled to a patent in fee, and are thereby made citizens of the States. Their ancestors having done this, they claim, under the concluding clause of said article, that their ancestors could and they now can continue such citizenship and residence in Mississippi and be still entitled to all the rights of a Choctaw citizen in the tribal property of said nation in the Indian Territory, except their annuities. This clause upon which the claim rests is in these words:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

But this construction is in direct conflict with the very purpose for which the treaty was made, and with the nature of the title to the lands in the territory secured to the Choctaws by it, and to the whole structure and administration of their government ever since under it.

No fact is better established than this, that the leading motive, if not the only one, on the part of the United States, was to get the Choctaws out of Mississippi and into what is now the Indian Territory. They accordingly provided in the second article of the treaty, among other things, that the Choctaws should *live on the land* ceded to them by it in the Indian Territory. That article is in these words:

"ARTICLE 2. The United States under a grant specially to be made by the President of the United States shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple, to them and their descendants, to inure to them while they shall exist as a nation and live on it (here follows a description of the land). The grant to be executed as soon as the present treaty shall be ratified."

And the Choctaws agree in the third article to remove all their people to this territory during the years 1831, 1832, and 1833.

Now, to construe the concluding clause of the fourteenth article to mean an offer to those who refuse to go with their brethren to the new territory an equal share in the new lands with those who go and the additional fee simple of 640 acres of land in Mississippi and citizenship if they do not go is to offer a bounty to those who refuse to go, and would defeat the very purpose of the treaty. Not one would have gone when offered so much better terms for staying. It is well known that the Choctaws were very reluctant to enter into this treaty at all, because a portion of them—the ancestors of these claimants—refused to leave with the main body, and the treaty was not executed till the provisions of the fourteenth article were made for those unwilling to leave with their brethren. But the United States did not cease its original purpose to secure the removal of them all to the new country, even those provided for in the fourteenth article. They, therefore, inserted the concluding clause to that article to the effect of a continuing offer and pledge, that if they did ever "*remove*"—that is, if they ever changed their minds and concluded to remove—the fact that they had been freeholders and citizens of Mississippi should not bar them out of Choctaw citizenship, but that they should share like all the rest in everything but the annuities. Thus construed the clause is a standing inducement to those Indians to remove in accordance with the purpose of the treaty instead of a standing bounty to remain and thus thwart that purpose.

In addition to the condition which entered into the title that the grantees must "live on it" or lose it, the nature of the title was such that these claimants could derive no benefit from it without living on it, and by remaining in Mississippi it would be worthless to them. It is a territory in common, and has been held as such from that day, 1830, till now. Now, no tenant in common, who voluntarily leaves the common property to the occupancy of his cotenants, can ever claim of them any of the fruits of its use. So that these Mississippi Choctaws, if they are cotenants with the resident Choctaws in those lands in the Indian Territory, must first go there and occupy them with their cotenants or forego any use of them.

Another condition of this title is that the grantees shall not only "live upon it," but if the Choctaw Nation ceases to exist the title is lost. If all the Choctaws should follow the example of these Mississippi Choctaws and remain residents and citizens of Mississippi, it would *de facto* cease to exist as a nation and the title be lost. It is impossible to conceive that the Choctaw Nation itself, as well as the United States, entered into this fourteenth article with any intention of enabling them so to do.

As further evidence that both parties to this treaty understood that they had created a title to be held in common by the members of the tribe alone, in which no one not a member could have any interest, the United States and the Choctaws entered into a treaty in 1855 in respect to the title to those lands (U. S. Stats., 11, p. 612), the first article of which is in these words:

"ARTICLE 1. And pursuant to an act of Congress approved May 28, 1830, the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal, undivided interest in the whole: *Provided, however,* No part thereof shall ever be sold without the consent of both tribes, and that said lands shall revert to the United States if said Indians and their heirs become extinct or abandon the same."

Although it is true that any vested right of the Mississippi Choctaws in this land could not be affected by any treaty to which they were not a party, attention is called to this article for the double purpose of showing that both the United States and the Choctaw Nation have from the beginning held that the title has always been in the members of the tribe alone, and is now so fixed that no one else but members can share in it. The treaty uses the same language in the outset as is used in the treaty of 1830, containing the fourteenth article, on which the present claim rests. It says like that treaty, that it is entered into "pursuant to an act of Congress approved May 28, 1830," and then declares that "the United States do hereby forever secure and guarantee the lands embraced within the said limits to the members of the Choctaw and Chickasaw Tribes, their heirs and successors, to be held in common, so that each and every member of either tribe shall have an equal, undivided interest in the whole: *Provided, however,* No part thereof shall ever be sold without the consent of both tribes, and that said land shall revert to the United States if said Indians and their heirs become extinct or abandon the same."

There can be no longer doubt that the present title is in the members of the tribes alone, and that the United States has pledged itself to so maintain it, and that it so does in the belief of both parties to the treaty that such was the title from the beginning. No man can, therefore, as the title now stands, have any interest in these lands unless he is a member in one of these tribes.

Now, it has been a law of the Choctaw Nation from the beginning of its existence, recognized by the Supreme Court and by Congress, that no man can be a citizen of that nation who does not reside in it and assume the obligations of such citizenship before he can enjoy its privileges. To "enjoy the privileges of a Choctaw citizen" one must be a Choctaw citizen.

If this land should be ultimately allotted, any allotment to other than a citizen would come in direct conflict not only with the terms of the treaty title but to the whole system of the Choctaw government from the beginning. By the treaty, the allottee must be a member of either the Choctaw or Chickasaw tribes. He can, being a stranger, neither occupy nor sell his allotment, for by the treaty all strangers are to be kept out of the territory, and the land is to be sold to no one except with the consent of both tribes.

This historical review of the acquisition of this Territory by the Choctaw Nation, and its subsequent legal relations to it, makes it clear, in the opinion of this commission, that the Mississippi Choctaws are not, under their treaties, entitled to "all the rights of Choctaw citizenship except an interest in the Choctaw annuities," and still continue their residence and citizenship in the State of Mississippi.

What, then, are "the privileges of a Choctaw citizen," secured to them by the fourteenth article of the treaty of 1830? That article, after having secured to those

unwilling to remove with their brethren to the Indian Territory 640 acres of land and enrollment and citizenship in the State of Mississippi, added this further clause:

"Persons who claim under this article shall not lose the privileges of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

The commission are of the opinion that this clause was intended to offer a further inducement to those Indians to follow at some future time their brethren and join them in their new home, and that the true construction of it is that the door of admission shall be kept open to them, and if they ever remove this stay and citizenship in Mississippi shall not bar them out, but that, notwithstanding it, they shall be admitted to all the privileges of Choctaw citizenship equally with all others, save only a share in their annuity. This construction finds further corroboration in the treaty of 1866 (14th Statutes at Large) between the United States and the Choctaws and Chickasaws concerning the title to this same territory. In this treaty, for the first time, the possibility of an allotment of these lands in severalty to the members of the tribes at some time in the future was recognized. It was, therefore, provided in this treaty that whenever the tribes desired it such allotment among their members should take place, and at great detail the manner in which it was to be done was set forth. The treaty then provided that before it did take place notice should be given "not only in the Choctaw and Chickasaw Nations, but by publication in newspapers printed in the States of Mississippi and Tennessee, Louisiana, Texas, Arkansas, and Alabama, to the end that such Choctaws and Chickasaws as yet remain outside of the Choctaw and Chickasaw Nations may be informed and have opportunity to exercise the rights hereby given to resident Choctaws and Chickasaws: *Provided*, That before any such absent Choctaw or Chickasaw shall be permitted to select for him or herself, or others, as hereinafter provided, he or she shall satisfy the register of the land office of his or her intention, or the intention of the party for whom the selection is to be made, to become bona fide resident in the said nation within five years from the time of selection; and should the said absentee fail to remove into said nation, and occupy and commence an improvement on the land selected within the time aforesaid, the said selection shall be canceled, and the land shall thereafter be discharged from all claim on account thereof."

There can be no doubt that this provision was inserted for the special benefit of those claiming to enjoy the rights of a Choctaw citizen under this fourteenth article of the treaty of 1830, many of those Choctaws having wandered away from Mississippi into the other States mentioned. It was a notice to them that these lands were about to be allotted to *members* of the tribes, and if they desired to avail themselves of a share in the allotment they must make themselves such members by coming from "outside" and join their brethren in the common citizenship of the nation.

The terms upon which each applicant can avail himself of this opportunity are clear and unequivocal. He must satisfy the register of his intention to become a bona fide resident in the Territory within five years of the date of his application before he can select his allotment, and a failure to remove into said nation and to occupy and commence improvement on the land so occupied within the time specified forfeits altogether the selection.

This proviso needs no explanation. The United States and the Choctaws have affixed it to the title, and those claiming the benefit of the 14th article must conform to it or lose their rights.

It follows, therefore, from this reasoning, as well as from the historical review already cited, and the nature of the title itself, as well as all stipulations concerning it in the treaties between the United States and the Choctaw Nation, that to avail himself of the "privileges of a Choctaw citizen" any person claiming to be a descendant of those Choctaws who were provided for in the fourteenth article of the treaty of 1830 must first show the fact that he is such descendant and has, in good faith, joined his brethren in the Territory with the intent to become one of the citizens of the nation. Having done so, such person has a right to be enrolled as a Choctaw citizen and to claim all the privileges of such a citizen, except to a share in the annuities, and that otherwise he can not claim as a right the "privilege of a Choctaw citizen."

To the claim as thus defined the Choctaw Nation has always acceded and has manifested in many ways its willingness to take into its citizenship any one or all of the Mississippi Choctaws who would leave their residence and citizenship in that State and join in good faith their brethren in the Territory, with participation in all the privileges of such citizenship, save only a share in their annuities, for which an equivalent has been given in the grant of land and citizenship in Mississippi.

The national council, in view of the poverty and inability of these Choctaws to remove at their own expense to the Territory, memorialized Congress on December

9, 1889, to make provision for their removal, by the adoption of the following resolution:

Whereas there are large numbers of Choctaws yet in the States of Mississippi and Louisiana who are entitled to all the rights and privileges of citizenship in the Choctaw Nation; and

Whereas they are denied all rights of citizenship in said States; and

Whereas they are too poor to immigrate themselves into the Choctaw Nation: Therefore,

"Be it resolved by the General Council of the Choctaw Nation assembled, That the United States Government is hereby requested to make provision for the emigration of said Choctaws from said States to the Choctaw Nation, etc."

It is a significant fact that this claim on the part of the Mississippi Choctaws to all the privileges of a citizen in the Choctaw Nation, and still retain their residence and citizenship in the State of Mississippi, is a very recent one. There is no evidence known to the commission that the early Mississippi Choctaws ever made such a claim. In later years the Choctaws and Chickasaws have sold at different times large portions of their territory to the United States, and the proceeds, amounting in the aggregate to several millions of dollars, have been distributed *per capita* among the Choctaw and Chickasaw citizens. If this claim as now presented is the correct one, these Mississippi Choctaws were entitled to their *per capita* share in all the money equally with all other citizens of the nation, yet not a dollar of it was ever paid to them or claimed by them.

This claim to participate in the privileges of a Choctaw citizen and still retain a residence and citizenship in Mississippi has recently come before the United States court, in the third district in the Indian Territory, in the case of Jack Amos et al. v. The Choctaw Nation, No. 158 on the docket of that court. The case was an appeal of Mississippi Choctaws from a refusal of this commission to place them on the rolls of Choctaw citizenship. The court, Judge Wm. H. Clayton, overruled the appeal and confirmed the judgment of this commission, denying such enrollment, in a very elaborate and exhaustive opinion.

If, in accordance with this conclusion of the commission, these Mississippi Choctaws have the right at any time to remove to the Indian Territory and, joining their brethren there, claim participation in all the privileges of a Choctaw citizen, save participation in their annuities, still, if any person presents himself claiming this right, he must be required by some tribunal to prove the fact that he is a descendant of some one of those Indians who originally availed themselves of and conformed to the requirements of the fourteenth article of the treaty of 1830. The time for making application to this commission to be enrolled as a Choctaw citizen has expired. It would be necessary, therefore, to extend by law the time for persons claiming this right to make application and be heard by this commission or to create a new tribunal for that purpose.

In conclusion, it seems to the commission that the importance of a correct decision of this question, both to the Mississippi Choctaws and the Choctaw Nation, justifies a provision for a judicial decision in a case provided for that purpose. They therefore suggest that, in proper form, jurisdiction may be given the Court of Claims to pass judicially upon this question in a suit brought for that purpose by either of the interested parties.

Respectfully submitted.

HENRY L. DAWES,

TAMM BIXBY,

FRANK C. ARMSTRONG,

A. S. McKENNON,

Commissioners.

WASHINGTON, D. C., January 28, 1898.

Now, I wish you gentlemen would take time to read this opinion. It is an opinion by three great lawyers appointed by the President pursuant to an act of Congress specifically empowering them to deal with this and similar cases. They did deal with them. The facts are identical with the present contention. It decides once and for all this proposition. It goes on and says how unreasonable it is in the face of the treaty, in the face of the acts of Congress, in the face of relations had between them and the Federal Government, that they would be permitted to remain in Mississippi and still share in the Oklahoma estate. They had had their lands; they had had their

money; they had had their land scrip, their opportunity, and their patrimony, and now, almost 100 years later, after all the old Indians who entered into the treaty have died, the attorneys marshal these men forward and again they seek to lay claim to property in Oklahoma belonging to the Oklahoma Indians, and endeavor to carry it back to Mississippi. To do that, Mr. Chairman, would be to attack a man who has had a deed to his land for a hundred years by some one who had refused to go West and take his homestead, who should say at this late day, "I come on now and claim my share of this property, even though I have not shared in the burdens of its acquirement. To allow those descendants who are perchance but a strain of Indian blood to now reach their hand into the Oklahoma tribal funds would do violence to justice, to law, and every decision on the subject."

These people have patents to their lands. We do not have to stand alone on the Federal court decisions. We do not have to rely on the decision of the Dawes Commission. We can rely on a solemn patent issued by this Government to the Oklahoma Choctaws. It was issued under President Tyler March 3, 1842. Listen to what it says:

That the United States of America, in consideration of the premises, and in execution of the agreement and stipulation in the aforesaid treaty, have given and granted, and by these presents do give and grant unto the said Choctaw Nation the aforesaid "tract of country west of the Mississippi"; to have and to hold the same, with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, as intended "to be conveyed" by the aforesaid article, "in fee simple to them and their descendants, to inure to them, while they shall exist as a nation and live on it" liable to no transfer or alienations except to the United States or with their consent.

You see, gentlemen of the committee, Congress patents it to them, but they say they must live on it. The very initial instrument of the conveyance, the patent itself, says they must live on it. They must remain on it. And here my genial friend from Mississippi, Mr. Harrison, even in the face of that, even in the face of the decision of the Federal court, even in the face of four or five acts of Congress, even in the face of three or four treaties, even in the face of the decisions of four Secretaries of the Interior and four Indian Commissioners, would have this committee now do things that no one now recommends, that no department stands behind or for, that no one has ever stood for or ever recommended favorably.

Mr. HARRISON. Do you contend that under the treaty of 1820 the Choctaw Nation did not acquire those lands in Oklahoma?

Mr. FERRIS. Undoubtedly they did.

Mr. HARRISON. That was issued in 1840?

Mr. FERRIS. No; only the patent was issued to them under President Tyler in 1842. I am right about that. The gentleman will have a chance to reply.

Mr. CARTER. Did not the treaty provide the same thing?

Mr. FERRIS. Undoubtedly. In the strongest terms. Every treaty, every decision, every act in connection with this matter has borne out the idea that they must live on it.

Mr. NORTON. Will you permit Mr. Harrison to state right there, briefly, what he contends are the decisions that hold that the Mississippi Choctaws are entitled to this property, just so we can get it all together—that entitles the Mississippi Choctaws in Mississippi to remain there and have a right to this tribal property in Oklahoma?

Mr. HARRISON. I think the ex parte opinion of Judge Townsend is one. That was 1896. I think the Cherokee trust fund case, (202 U. S. Reports), would substantiate our reasoning; and I think that after the Clayton decision that Ferris calls attention to and the Dawes Commission opinion in 1896, after they had decided what he contends they decided—and which I admit—that the Congress of the United States thought it was a just opinion or they never would have written those acts after that, sending McKinnon down there to make those rolls. There are 1,109 on those rolls now who are not on the tribal rolls.

Mr. NORTON. Are there any other decisions?

Mr. HARRISON. No; those are the two decisions that I rely on, and I think the Clayton decision is not of a respectable authority for a great question like this to be determined by.

Mr. NORTON. You admit that Congress passed an act in 1896 requesting the Dawes Commission to investigate this particular question, and that the Dawes Commission under that act of Congress reported adversely?

Mr. HARRISON. No, I do not admit that. I think that under the act giving the Dawes Commission authority, they were to go to Oklahoma and make up the rolls of the Choctaws in Oklahoma, and then when these applications from Jack Amos and these others were presented to the Dawes Commission they held they had no authority under the act of Congress to enroll Mississippi Choctaws; and in their opinion their reasoning was stated by Mr. Ferris.

Mr. NORTON. In their opinion those Choctaws had no rights?

Mr. HARRISON. Yes; and afterwards in their report of 1897 or 1898 they stated to the Congress of the United States that "in our opinion this matter is such a complicated one that a court of competent jurisdiction ought to decide the merits of it."

Mr. FERRIS. Mr. Chairman, of course it is a well-known fact that Judge Townsend's so-called decision was a thing that he hastily overruled himself in, and I presume all of you know that. Also, he was a judge for a foreign people to the Choctaws, under another tribe entirely. But anyway, he did not stick by his decision. It was for another tribe and not an analogous case at all. Also in the Cherokee case that was for another tribe, and the fourteenth-article claimants were not in issue at all. The cases are not in point anyway and do not bear out the contention of Mr. Harrison.

Now, one word as to whether or not Judge Clayton was a reputable judge. Judge Clayton was a regularly appointed Federal judge. He was appointed by the President of the United States, just the same as any other judge. Judge Clayton was so reputable that Congress conferred upon him in addition to his general jurisdiction as a Federal judge the right to pass finally upon these enrollment cases.

Now, they sought to appeal after Judge Clayton held against them. They appealed to the Supreme Court of the United States, and the Supreme Court of the United States on motion of the appellants dismissed their own case, and the attorneys to the Mississippi Choctaws came into the Supreme Court of the United States and dismissed their own case, deciding evidently to abide by the decision of Judge Clayton. (See. 190 U. S. Reports, at p. 190.)

Mr. DILL. Is this Judge Clayton the same Clayton that was a Congressman here?

Mr. FERRIS. No; that is another Federal judge.

Mr. CARTER. He is a brother.

Mr. TILLMAN. No; he is no relation at all. He is a brother to Powell Clayton of our State.

Mr. FERRIS. I repeat, the contention of these claimants was first overthrown by the decision of the Dawes Commission, second by the decision of the Federal court, and then by the Congress of the United States, when by the act of April 26, 1906, they formally closed the rolls, and then by four Secretaries of the Interior and four Indian Commissioners of both political parties, and three Presidents of the United States. Every one of whom refused to reopen these cases or to in any way agree with their contention. They have been passed on again and again and it seems the peaceful Choctaws who never raised a tomahawk against this Government will never have his peace, as long as he has a penny left.

Now let us get at the matter why this commotion keeps up, without any disrespect to my friends from Mississippi—I know they are moving in an honest cause as they see it, but I am so sure they are woefully mistaken. I am so sure the results would not be pleasing even to Mississippi to see transpire what would transpire if they were ever enrolled.

I hold in my hand photographs of four convicts, all negroes, who are the star witnesses in this enrollment propaganda, and I will tell you a number of things they have done. They are all convicts but one [exhibiting photographs to members of the committee].

The CHAIRMAN. Why are they numbered, Mr. Ferris?

Mr. FERRIS. That is the number in the penitentiary. These men this summer appeared as witnesses, and they appeared for the same attorneys who had been continually advocating this enrollment legislation, the principal promoter of whom is Webster Ballinger, an attorney of this city. Webster Ballinger formed a partnership this summer with two attorneys by the name of Lindly and Rodkey, the firm name being Ballinger, Lindley & Rodkey, and set up shop and opened offices in a building where the Commissioners to the Five Civilized Tribes held their offices in Muskogee, Okla. They served 44 petitions to come and cross-examine on enrollment cases that they claimed were entitled to be on the roll. In 33 out of the 44 cases he has, Alec Nail, one of these parties that I showed you the picture of, appeared as a witness. This man, a full-blood negro, 72 years old, can neither read nor write, and who in each case completely impeached himself. In 20 of the 44 cases Webster Burton, who is in the penitentiary, appeared, and W. M. James—his name and record number are all near. His penitentiary number is 6087, Oklahoma State penitentiary. He appeared four times out of 44. And I hope that I can have time to go over this with some of you to show you how the Oklahoma Indians have been harassed for years by these attorneys. I know we have to come before Congress often on Oklahoma matters. We have almost half of the Indians in the United States in Oklahoma, and no doubt the Oklahoma delegation appears burdensome to this committee and to Congress, but somewhere, some time, this committee of Congress shall know what is going on behind the scenes and why it is they in one form or another are trying to put these men on the rolls. These

unprofessional attorneys go down to Oklahoma and Mississippi and they find stock witnesses, ignorant negroes, four convicts who have been used 33 times out of 44 cases as a witness to identify men who they claim should go on the rolls.

Mr. NORTON. I ask that that be put in the record.

Mr. FERRIS. I will do that with a great deal of pleasure.

Mr. NORTON. Now, you say those men were used as witnesses?

Mr. FERRIS. Yes; this summer.

Mr. NORTON. In Mississippi?

Mr. FERRIS. In Oklahoma; right in Muskogee. But they are working the same thing in Mississippi and on a much broader scale. Their activities down there are the subject of a Government report also. I will also put that in the record.

It is as follows:

CONFIDENTIAL REPORT.

[Subject: Operations of Ballinger, Lindly & Rodkey in preparation of enrollment cases.]

DECEMBER 27, 1915.

HON. GABE E. PARKER,

Superintendent for the Five Civilized Tribes, Muskogee, Okla.

DEAR MR. PARKER: IN August last, in accordance with instructions from you to assist the Choctaw national attorney, Hon. P. J. Hurley, I entered into an investigation, under his direction, of a number of petitions for the enrollment of certain persons as citizens of the Choctaw Nation, these petitions having been presented by Mr. Webster Ballinger, an attorney of Washington, D. C., to the department and transmitted to Mr. Hurley for investigation. Since that time, however, I have been unable to devote more than six or eight weeks' time altogether upon this work on account of other official duties in connection with your office.

My information is that the department accepted copies of these petitions as memoranda of an advisory nature. Mr. Ballinger having indicated that he intends to present such petitions to Congress for the purpose of securing the enactment of legislation placing the names of such petitioners upon the rolls of the respective tribes in which they claim the right of citizenship, the tribal attorneys have been furnished, by the department, with copies of the petition filed by Mr. Ballinger for the purpose of enabling them to make such inquiry into these cases prior to the convening of Congress as would bring out the facts determining the applicants' equitable title to enrollment.

Several hundred of the petitions filed by Mr. Ballinger have during the last several months past been forwarded to this office by the department, with instructions to advise the department whether applications for enrollment had been filed by these petitioners within the period allowed by law during which such applications could be received. The majority of these petitions were filed by persons seeking enrollment as citizens by blood and as freedmen of the Creek Nation. Many of the petitioners seek enrollment as citizens by blood and freedmen of the Cherokee Nation.

Altogether, I am advised that perhaps 400 separate petitions have been filed by Mr. Ballinger and transmitted by the department to this office. It is estimated that these petitions involve the rights of perhaps 1,500 individuals. This indicates the broad scope of the operations of Mr. Ballinger and his assistants, who began work in Oklahoma preparing these particular cases just a little more than one year ago. The value of the property involved in the claims of these petitioners, making a rough estimate thereof, easily reaches \$2,000,000, and in all probability a close study of same will show that as much as \$3,000,000 in property rights are involved. All the petitions sent this office by the department have been returned, and as no file was kept of them here, I am compelled to make my estimate of the number from the persons who handled them in this office.

I have endeavored to list the petitions transmitted to Mr. Hurley by the department, and I have found 40 cases involving the rights of 240 persons, all seeking enrollment as Choctaw citizens. Taking the generally accepted estimate of the property value of an individual interest in the Choctaw Nation, viz. \$5,000, as a basis upon which to form an estimate of the amount of property involved in these 40 cases just named, and multiplying \$5,000 by 240, we have the startling total of \$1,200,000.

I give these figures to show the importance of these matters to the tribes interested.

I have had but little time to assist Mr. Hurley in the investigation of these enrollment cases, as I am the only person connected with this office who is assigned to general inspecting work, and I have merely spent what time I could from my regular work in assisting him. A work of such vast importance, to be done thoroughly, should have constant attention of a number of experienced investigators for some months. I have not been instructed and have made no attempt to investigate any of the petitions filed by Mr. Ballinger other than those of persons seeking enrollment as citizens of the Choctaw Nation with the exception of one case that I have investigated for the Chickasaw national attorney, Hon. Reford Bond. However, incidentally, I have taken a few affidavits and depositions in connection with petitions filed for enrollment as citizens of other tribes wherein criminal practices were indicated.

My purpose in this report, of course, is not to go into the merits of the individual cases investigated by me, as I leave that for Mr. Hurley to do. I desire merely to bring your attention, in a general way, to the facts uncovered by my investigation which show reprehensible and criminal practices on the part of the individuals employed by Webster Ballinger in connection with the preparation of these cases, that you may be informed concerning what is going on in connection therewith within the limits of the Five Tribes, and especially the nature of the business conducted by these persons under the same roof with your office.

On October 15, 1914, Mr. Webster Ballinger came to Muskogee and engaged, in person, three office rooms located on the second floor back of the Metropolitan Building, the building occupied, as you know, by your offices, together with the offices of other United States officials. It is my understanding that Mr. Ballinger did not remain here long, establishing in these offices Mr. Mat M. Lindly, an attorney of McAlester, Okla., and Mr. Perry Rodkey, an attorney of Okemah, Okla. Printed on the outside doors of these offices appear the names of Webster Ballinger, M. M. Lindly, and Perry Rodkey. I attach sample of the letterheads used by these attorneys. (See Exhibit A.) Upon this letterhead appears the name of Webster Ballinger, attorney at law, rooms 215-217 Metropolitan Building, Muskogee, Okla., which occupies the center of the paper, with the names of M. M. Lindly and Perry Rodkey in the upper left-hand corner.

The manager of the Metropolitan Building, Mr. J. L. Wagner, advises me that Mr. Ballinger assumed the responsibility for the payment of the rent for the offices named, and has paid it since by his personal check. (It might be noted just here, however, that Mr. Wagner stated to me that a number of Mr. Ballinger's checks had been returned unpaid by the bank in Washington upon which they were drawn.)

From the time these offices were occupied, Mr. Lindly has been on duty practically daily, apparently in charge of the work. Mr. Rodkey has spent some time here, but it is my understanding that he has operated out of Okemah, Okla., his home town. I am prepared to establish the fact that Mr. Lindly has been paid a salary by Webster Ballinger, of Washington, D. C., at least a part of the time, since entering into these cases, besides his office expenses being paid by Mr. Ballinger. There is in existence, I understand, a contract between Mr. Ballinger and the other two attorneys named, which probably provides that these attorneys are to share with Mr. Ballinger in any fees that may be hereafter allowed in these cases. I have made but little inquiry concerning the history of Mr. Rodkey, or concerning his reputation at this time. As he has maintained headquarters at Okemah and I have been investigating the Choctaw cases out of Muskogee, I have not had occasion to devote any time to an investigation of his operations. Mr. H. B. Seddicum, Government farmer at Okemah, Okla., uses the following language in a letter addressed to me referring to Mr. Rodkey:

"Mr. Rodkey has nothing here only his home, and that is heavily incumbered, and in fact, until he went to work for Webster Ballinger, he was in a very bad way financially, but I understand he is getting his expenses paid while doing this work, and will get a good bonus when Ballinger gets his commission. * * * He has no office here, but is working sometimes in the office of Charles E. Guthrie and Z. J. Thompson."

I quote further from his letter as follows:

"I have never heard Mr. Rodkey represent that they were connected with or were Government officers or employees, but said they were being greatly assisted by Mr. Allen's office, the national attorney, as they were close together at Muskogee, and when the parties came over there part of them were taken care of in his office, and they were also being assisted by the office of the Five Civilized Tribes, and the department knew and approved of what they were doing. (See Exhibit B.)

It should be needless for me to comment that Mr. Rodkey's alleged representations to Mr. Seddicum concerning the assistance rendered by Judge Allen's office and the office of the superintendent for the Five Civilized Tribes is an absolute misrepresentation. Judge Allen denies that he rendered any assistance whatever to these persons, and I know that the office of the Five Civilized Tribes has not given them any aid.

Mr. Rodkey's alleged statement that the department knew and approved of their work is without doubt also a misrepresentation. His statement, which is mild indeed when compared with the misrepresentations made by Mr. Lindly and his associates, which will be hereafter commented upon.

Mat M. Lindly, who has practically been in charge of the Muskogee office of Mr. Ballinger since he opened the same, is a resident of McAlester, Okla. He was, several years ago, Chief Deputy United States marshal at McAlester, but, I am reliably informed, lost his position on account of excessive use of intoxicants. He was admitted to the bar at McAlester, and since has been employed in the preparation of indictment cases in which Mr. Ballinger has been interested, together with a limited amount of probate practice. I attach a letter from Supervising Field Clerk S. G. Brink (see Exhibit C), who has been acquainted with Mr. Lindly for several years, having been formerly stationed at McAlester, from which I quote as follows:

"He (Mr. Lindly) has not been entirely sober or out from under the influence of liquor for several years, at least that is my impression, because I do not think I ever got near him that the smell of liquor was not around him."

I attach also a letter addressed me by Field Clerk R. L. Allen, of McAlester (see Exhibit D), in which he uses the following language with reference to Mr. Lindly:

"I have interviewed three business men of this city relative to the standing of Mat M. Lindly, and in each their reply was practically the same: 'His standing in the city of McAlester is very low.' I am not personally acquainted with Mr. Lindly, but from what I have been able to learn about him he is a man addicted to the excessive use of intoxicants, and will stoop pretty low for a dollar, and has been engaged to some extent in grafting among the Indians."

I find upon investigation that Mr. Lindly's chief lieutenant in this work has been Nelson Durant, an intelligent, fairly well educated negro, who poses as a lawyer and preacher. He has the reputation in police circles of being a resourceful crook who has made a livelihood for years by practicing deception and fraud, principally upon the members of his own race. He has been in jail several times in Muskogee and Wagoner Counties, charged with obtaining money under false pretense, and has served one term in the Oklahoma State Penitentiary at McAlester, Okla., having been sentenced there from Muskogee County in March, 1909, for a term of three years, having been convicted upon the charge of obtaining money under false pretense. He was discharged on expiration pardon August 27, 1911. I attach his photograph, which I obtained from the warden of the penitentiary, which gives his prison number as 803. (See Exhibit E.)

Durant has been one of the chief organizers. Perhaps 20 or 30 other negroes have been employed as field workers, and in this way the applicants were assembled and herded into Muskogee. It is a fact well known to most of the occupants of this building that thousands of negroes have visited the offices of Ballinger, Lindly & Rodkey during the past year. They have simply gone up to these offices in droves, filling the halls and making themselves generally obnoxious to the occupants of the other offices on the second floor.

Mr. Janeway, formerly chief of field division, advised me recently that Mr. Lindly had told him that Mr. Julius Golden, the notary public who took the acknowledgments to the petitions and affidavits prepared in the Muskogee office of these attorneys, had made perhaps as much as \$1,500 during the last year in fees. Lindly remarking incidentally that he was complaining because one or two owed him small fees. This large amount of money indicates the extent of the business done by these attorneys.

I believe a close investigation will bear me out in the statement that out of the several thousand persons who have visited the offices of these attorneys since they were opened that 99 per cent have been persons of negro blood.

Through the efforts of the large number of negroes associated with Mr. Lindly and Durant, it was advertised throughout most sections of the Five Civilized Tribes that the rolls of these tribes had been reopened, and that Government men from Washington, D. C., had established themselves in the Indian agency building at Muskogee for the purpose of taking applications.

Mr. Lindly has posed as the Government representative. There is no doubt in my mind that he has led these gullible negroes to believe that he was representing the United States Government in the work being done by him. I will hereafter refer to testimony of various persons who have sworn that Mr. Lindly misrepresented himself to them. Every circumstance—the renting of these offices in what was practically a Government building, the employment of criminal negroes in the organizations, and the uniform system of misrepresentations practiced by them, all establish, in my mind, the fact that a well-laid scheme was conducted by the organizers of this business. It is the evident purpose of Ballinger, Lindly & Rodkey, to so operate their business that the responsibility for the violation of law will rest upon the negro

tools who have been employed by them. I shall first attempt a detailed statement of facts shown by my investigation of the Choctaw enrollment cases investigated.

Durant occupied office No. 245 of the suite rented by Mr. Ballinger, which served, to some extent, as a waiting room. Mr. Lindly occupied office No. 247, which connects with the former through an alcove. A very small room about the size of a large closet, but with an outside entrance, is sandwiched between these two offices and is numbered 246, I believe, but is connected with only the one office No. 247.

The evidence shows that Durant examined the prospective applicants first; that he had copies of the printed roll of the Five Tribes, which he consulted in connection with his interviews with these persons; that he made pencil memoranda which he worked out and submitted to Mr. Lindly, who himself prepared the petitions on a typewriter for the signature of the applicants. The data from which the affidavits were prepared in support of the petitions was made out in like manner by Durant and written out in proper form by Mr. Lindly, in person, on a typewriter.

The little office referred to seems to have been used by Durant as a private consultation room where he extorted money from the applicants.

Mr. Hurley and I obtained exhaustive depositions from a dozen or more persons who have filed petitions through the attorneys named for enrollment as citizens by blood of the Choctaw Nation. All of these applicants are negroes of the illiterate, unreliable type. In their examinations they were nervous and evasive, demonstrating fully both by their conduct on the witness stand and by their answers that their claims are in fact fraudulent. Their petitions as drawn by Mr. Lindly, supported by affidavits, establish prima facie cases. In each case examined the petitioner alleges blood relationship with persons connected with prominent full-blood Choctaw families, who are identified in such petitions by roll number. Cross-examination of these negro claimants develops the fact that they have no knowledge whatever of any relationship to the persons whose identity is so positively asserted in petitions signed by them. If these claimants signed these petitions, knowing the contents thereof, they committed perjury in so doing. The person who supplied the data upon which these petitions were based must have necessarily known that these allegations were false, and any claim based thereupon fraudulent. They are therefore, in fact, guilty of subornation of perjury. Attention is invited to the fact that Durant furnished the data and Mr. Lindly wrote the petitions.

A dozen or more professional witnesses were constantly on hand at the Muskogee offices of these attorneys. Among those I name the following persons who seem to have acted as principal witnesses:

Webster Burton, Alec Nail, William James, Will Moore, Ben Grayson, William McCombs, Dollie Stedham, D. L. (Tobe) Berryhill, William Thompson, and Wiley McIntosh, jr. Most of these men acted as field workers also, together with Nelson Durant, Manna Bruner, Willie Vann, Charles Guthrie, Charles Gould, and Nelson Grubbs.

All these witnesses and field workers are negroes, with the exception of William McCombs, Charles Gould, Charles Guthrie, Ben Grayson, and D. L. Berryhill: the first three named being white persons, and the last two named Creek Indians. Nelson Durant, Ben Grayson, William James, Wiley McIntosh, jr., Will Moore, and Manna Bruner have served terms in the penitentiary. I attach photographs of all of them furnished me by the penitentiary officials, with the exception of the last two named.

Dozens of the petitions filed by these attorneys in Creek cases have attached thereto the affidavits of William James (negro), and Ben Grayson (Creek Indian). In many of these cases an attempt is made to establish the case with their affidavits alone. Both of these men are of the most unreliable type. Either one of them would perjure himself in any matter for a small amount of money. I have not gone into any of the Creek cases presented by Mr. Ballinger, but as we found the affidavit of William James attached to a number of the Choctaw cases filed by this attorney, we know positively that every affidavit made by him in these cases is absolutely false. Further reference will be made to his testimony later. I am attaching hereto a complete copy thereof. He is now in the Oklahoma State Penitentiary, as shown by his photograph attached. (See Exhibit G.) Ben Grayson, as indicated by the data attached to his photograph (see Exhibit F), served a term at Leavenworth some years ago, but I am advised he is now wanted in Okmulgee County for passing bad checks.

William Thompson (negro, now convict No. 6069 in the Oklahoma State Penitentiary (see photograph, Exhibit H), acted as a professional witness principally in Creek cases. He is now serving a term for perjury committed by him recently in Tulsa County.

Wiley McIntosh (negro), also acted as a professional witness in Creek cases. He is now serving a term in the State Penitentiary for having aided William James in perpetrating a fraud upon this office some few months ago in the matter of a Creek equalization payment.

Will Moore (negro), who is said to have served a term at Leavenworth, acted as a witness for Mr. Ballinger in Creek cases. He is now wanted by the Muskogee County authorities, and is a fugitive from justice.

Manna Bruner (negro), acted principally as a field worker, and is reported to have obtained money from various persons representing that he would enroll them. He has undoubtedly represented himself as a Government officer. I will hereafter refer to certain testimony concerning representations made by him.

Willie Vann and Nelson Grubbe (negroes), have acted as principal field workers, and have, unquestionably, represented themselves as Government officers and have, under cover of such personation, obtained money from various persons. Extended reference will be made hereafter to the testimony taken referring to their operations.

Dollie Stedham is an old Creek Freedman (an ex-slave), who has acted as a principal witness in Creek cases. J. E. Bentley, field clerk at Okmulgee, Okla., makes the following comment in a letter to me referring to this woman:

"I believe I am safe in saying that she is a person who would make most any kind of an affidavit in order to get hold of a little money."

D. L. Berryhill, an old Creek Indian who can scarcely write his name, has been used as a witness in almost every Creek case filed by Mr. Ballinger. He seems to maintain a fairly good reputation, and I am inclined to believe that he has been imposed upon by the persons associated with Mr. Ballinger. Alec Nail, in an exhaustive statement made before me, testified as follows with reference to Berryhill:

"Q. An old man named Berryhill acted as a witness. Did he drink?—A. Yes, sir; they were drunk nearly all the time.

"Q. Did Mr. Lindly drink?—A. I have smelt it on his breath, and he acted like it."

This may explain why Berryhill signed so many false affidavits.

William McCombs, a full-blood Creek Indian, served as a witness in many Creek cases. He has acted for a number of years, as an interpreter around this country, working most of the time for grafters. I regard him as entirely unreliable. He is drunk most of the time. He is referred to in Alec Nail's testimony as follows:

"They (referring to Ben Grayson and William James and others) were nearly drunk all the time, and old man McCombs was drunk also."

Charles Gould (white), of Bristow or Dewey, Okla., has served as a field worker in Creek and Choctaw Nations. He represented himself to be in the Government service and offered to enroll persons for \$50 each. See reference hereafter made concerning testimony gathered covering some of his operations. I have not investigated his personal history, and I know little about him.

Charles Guthrie (white), has operated out of Okemah, Okla., under Mr. Perry Rodkey. I know little about his history or present standing in the community and have not investigated his operations to any extent. However, I was in Tulsa recently and found that he had been there operating among the negroes. He had, through a negro notary public, G. W. Wilson, and another irresponsible negro named Charley Willard, gathered together a large number of Tulsa negroes who filed application for enrollment. I investigated six or eight cases filed by these negroes wherein they applied for enrollment as Choctaw Indians by blood and find in every case that the claimant is a negro who, in all probability, has no semblance of title to enrollment as a citizen of any tribe whatever. It was, in fact, with difficulty that I induced some of them to come to Mr. Hurley's office, and, in fact, failed in an attempt to see several, as they had become alarmed and did not care to face the fraudulent claims made by them. Ida Lewis, who (together with her husband, John Lewis) had applied for enrollment as a Choctaw by blood, told me over the telephone, when I requested her to call to see me, that she wanted to drop the matter and did not want to have any more to do with it.

I find that the affidavits filed in support of practically all of these Choctaw cases were made by the professional negro witnesses, Webster Burton, Alec Nail, and William James. These negroes followed no other occupation for months, and were in constant attendance in the Muskogee office of Mr. Ballinger, prepared at all times to make their thumb marks upon and swear to every affidavit prepared and put before them by Mr. Ballinger's associates in this office. These witnesses were paid from 50 cents to \$2.50 each by every applicant for whom they made an affidavit, and exacted a promise of additional consideration from many. I obtained exhaustive statements from each of these negro witnesses, and I attach complete copies of such testimony.

The affidavits of these witnesses, as they appear attached to the applications filed by Mr. Ballinger are relied upon to prove that the applicant is of Choctaw blood, purporting to show clearly the ancestry from which this blood was derived, identifying, by roll number, many alleged blood relatives who were enrolled as Choctaws by blood, and going into detail as to why such applicant had failed of enrollment by the Dawes Commission. With not one exception, every affidavit filed by Mr. Ballinger

in support of the petition of these so-called Choctaws by blood, purporting to have been executed by these witnesses, is false in its entirety. These negroes testify, in the first place, that they had not known one of the applicants before they met such applicant in Mr. Ballinger's office at the time they made the affidavits.

Alec Nail is an old negro of the ante bellum type. (See his photograph attached as Exhibit K.) He is a Choctaw freedman, and has resided all of his life in the Choctaw Nation. He seems proud of the fact that he has had quite an extensive acquaintance among the Choctaws. In his egotism he almost goes to the extent of claiming that he knows every person who has lived in the Choctaw Nation since his boyhood. I imagine that he was in his glory seated in Mr. Ballinger's Muskogee office as his principal witness in Choctaw enrollment cases where he could boast, to his heart's content, before the hundreds of negroes who visited these offices. He at once became, in his own mind, a very important person. The money that was paid to him by these negro applicants for enrollment as citizens by blood doubtless caused his imagination to run riot, and led him to believe, for the moment perhaps, that certain persons, prominent Choctaws whom he had heard of all of his life, who were found upon the roll books by Durant, were in some way related to these applicants. Nevertheless, he swears before me that he never met one applicant for whom he made an affidavit before he met such applicant in Mr. Ballinger's office. He admits that they all had the appearance of being of negro blood; admits that he does not believe that there is any relationship existing between these applicants and the persons with whom they claim relationship in their several petitions. When confronted with his various affidavits, he states that he told Lindly time and time again that he knew nothing about their ancestry, and that he was testifying in these affidavits only that he knew the persons referred to therein, not intending to identify them as ancestors of the applicants. It is evident that Durant and Lindly have both been guilty of subornation of perjury in the preparation of all of these petitions and affidavits.

I am setting out below excerpts from the testimony of Alec Nail, given before me on July 31, 1915, with reference to certain features touched upon by me:

"Q. What is your occupation?—A. Ain't able to do nothing now.

"Q. What have you been doing since you have been in Muskogee?—A. I not done anything. I liked to have died last summer and if it had not been for Mrs. Hester, Senator Owen's mother-in-law * * *.

"Q. Well, have you made any money at all since you reached Muskogee?—A. None to amount to anything.

"Q. Have you made any?—A. Sometimes when I witness for people down here they give me a dollar and sometimes \$1.50.

"Q. What people do you refer to that paid you this money?—A. Those that claimed. * * * Those that make application for enrollment as citizenship.

"Q. Where is that office located?—A. Metropolitan Building.

"Q. Do you know the number of the room?—A. No, sir; I would not know it if I was looking at it. Rodkey, Lindly, and Ballinger is printed on the door of the office.

"Q. The Metropolitan Building is the building that the Indian agency is in?—A. Yes, sir.

* * * * *

"Q. Do you know any of the persons that you signed affidavits for?—A. No, sir.

"Q. Were you personally acquainted with them?—A. No, sir; I don't believe I was.

"Q. You merely accepted their statements as true, what they told you concerning their parentage?—A. I did not consider their statements; they would say they were kin to Willie Johnson.

"Q. Did you believe what they told you or not?—A. I have just thought about that.

"Q. You had no other reason, except their own statements, to believe they were children of Choctaws?—A. No, sir.

"Q. Do you know Mr. Ballinger?—A. I have never seen him.

"Q. Who keeps the office down there?—A. Nelson Durant and Judge Lindly. He type wrote whatever is down.

"Q. Any other person?—A. Mr. Golden; he swears the people in.

"Q. What did Mr. Lindly do, exactly?—A. He type wrote and would go in the room where the colored lawyer was.

"Q. Would Durant write it down with a pencil?—A. I guess so.

"Q. And would hand it over to Lindly and Lindly would write it out himself on the typewriter?—A. Yes, sir.

"Q. Were these affidavits read over to these persons before they signed them?—A. Well, the majority of times they were, at least mine were.

"Q. Your affidavits were read over to you? A. I supposed they were. I can't read.

"Q. They pretended to? A. They had me thinking so.

* * * "Q. Did not all of these applicants or claimants think they [referring to Ballinger Lindly & Rodkey] were in the Government service?—A. I am not positive about that, but it is likely to believe that they were in the Government service, for he would not take any pay for what he did—Mr. Lindly.

"Q. You think he was in the Government service? A. Yes, sir; I hear him say that you could not pay him a thousand dollars, and if the Government didn't have him, some one did."

There is filed with the application for enrollment of Annie Abernathy, of Muskogee, Okla., who applied for enrollment as a Choctaw citizen by blood, an affidavit purporting execution by Alec Nail before Julius Golden, a notary public, on May 6, 1915, in which Nail, among other things, testifies as follows:

"That he is well and personally acquainted with the applicant and that he has known her since she was a small girl; that he was also well and personally acquainted with both her father and mother. Her mother was Caroline Tyson, née Frazier. He was a three-quarter Choctaw Indian by blood; that her father was Sam Tyson, who was a full-blood Chickasaw Indian who lived in the Choctaw Nation, near old Fort Towson. * * * That the said mother had quite a number of brothers and sisters. [Here names several]. That her said father had brothers that I also knew. [Here names them.] * * * That he had known the applicant at the different places that she has lived near Bokchito, Caddo, and in that part of the country until she came to Muskogee, some three or four years ago."

I quote below from Alec Nail's testimony given before me on July 31, 1915, which is a part of the testimony referring to the affidavit from which I have just quoted:

"Q. Did you make this affidavit?—A. Not all that that is stated there.

"Q. Did you sign a statement relative to these facts?—A. No, sir. They took the roll book out and pointed to a number and asked if I knew so and so, but they could get that without me.

"Q. Did you swear that you knew all these applicants of your own personal knowledge?—A. No, sir. What did they call that woman, Annie Abernathy?

"Q. Her name as it appears here is Annie Abernathy, née Frazier.—A. She is just a yellow woman. She is not a Choctaw at all. She is just a nigger around Muskogee. That is all there is to it.

"Q. You said just now you were not acquainted with this woman until she was introduced to you?—A. Yes, sir; they took out the roll book and asked me if I knew a Frazier, and I said yes.

"Q. You know nothing about this woman's parentage or any of her relatives?—A. No, sir. She had negro blood in her. I did not think she was related to them Fraziers, as they were Indians and this woman was negro.

"Q. You say that Mr. Lindly wrote this affidavit?—A. He typewrote them and would give them to the colored lawyer.

"Q. Was this colored lawyer in there all the time you made these affidavits?—A. Yes, sir.

"Q. You were required to raise your right hand and swear to this affidavit to which you attached your thumb mark?—A. Yes, sir."

In an affidavit purporting execution by Nail, filed by Mr. Ballinger, with petition of Mary Reeves, née Hampton, for enrollment as a citizen by blood of the Choctaw Nation, Nail is made to testify, among other things, that he is well and personally acquainted with the grandfather of the applicant, and that his name was Isaac Hampton. He is then made to go into the history of the Hampton family, pretending to identify the applicant as the little girl whom he knew, that had lived with her grandfather just named. With reference to this affidavit Nail testified before me, in part, as follows:

"Q. Did you sign an affidavit as a witness for a woman named Hampton?—A. I think so.

"Q. You had not seen nor known this woman previous to the time she came here?—A. Never seen her until that day.

"Q. Was she a colored woman?—A. Yes, sir; she was a yellow woman.

"Q. Do you remember who she claimed were her parents?—A. I think she claimed that she was kin to the Hamptons down there, to the Choctaw Hamptons down there. She claimed to be related to them.

* * * "Q. You mean that you would take what was said about their parents and swear to what they told you?—A. No, sir; I would only swear to what I knew about the Indians."

I quote further from the testimony of Alec Nail:

"Q. Do you remember what this woman [referring to Alice Cole, an applicant for enrollment as a Choctaw by blood] paid you for making this affidavit?—A. She promised to give me \$2.50, but I only got a dollar.

"Q. What did Durant get from this applicant?—A. That is the secret part of it.

"Q. Did you ever see the applicants give him any money?—A. No, sir; you could not see them.

"Q. Why?—A. Because they went in that cutoff so you could not see them, little room there.

"Q. Who went in there with him?—A. Durant and the claimants.

"Q. Were they alone?—A. Yes, sir.

"Q. He seemed to do all of the talking?—A. Yes, sir.

"Q. Who paid Mr. Golden, the notary public?—A. Those people who made the affidavits that would be \$2 as they said the law required them to have two witnesses and would charge \$2.

"Q. What was that for?—A. Notary fees they called it.

"Q. Do you know a person named Jane Driver?—A. I don't remember.

"Q. Did you sign an affidavit identifying such a person in Mr. Ballinger's office?—A. No, sir; I never identified a soul in that office. They had not a man in that office that I knew.

* * * * *

"Q. Was Judge Lindly in the room when these applicants were examined?—A. Yes, sir; they were examined by him.

"Q. All of them?—A. Yes, sir; the witnesses were examined by him.

"Q. Who examined them first?—A. Well, it was written down by Nelson Durant in a little room.

"Q. How many rooms have they?—A. Two outside the little room.

"Q. How large is the little room you speak of?—A. A very little room.

"Q. Which room is Nelson Durant in?—A. Next to where the white ladies work.

"Q. Which office did he have, the one the applicants waited in?—A. He staid in the room where the applicants first went.

"Q. And Lindly was in the other room?—A. Yes, sir.

"Q. Would they first be examined by Nelson Durant?—A. I don't know whether you would call it that.

"Q. Would he ask them questions first?—A. Yes, sir; he was guided by the roll book, got their roll number and age from the roll book.

"Q. And after he examined them would he take them in to Mr. Lindly?—A. Yes, sir; a great part of the time; he would hold what he was reading.

"Q. He read it off to Lindly?—A. Yes, sir; the applicants did not have much to say when they came in there. It was already written off.

"Q. Did he question you as to what you knew about the applicants?—A. Yes, sir; about every one of them.

"Q. Mr. Lindly did?—A. Yes, sir.

"Q. I thought you said he took what Nelson Durant would tell him.—A. It is this way, Nelson Durant would write up what the applicant had to say and hand it to Mr. Lindly and then Mr. Lindly would question me about what I knew about the applicants and write it out on the typewriter.

"Q. Would Nelson Durant question you first as to what you knew about the applicants?—A. Yes, sir; he would ask me if I knew these people. A woman or man would claim to be a Choctaw; take the Hunter family: Do you know Thomas Hunter, that he has a grandson, do you know that, and I would say yes, sir.

"Q. You know nothing about the ancestry of this woman who calls herself Jane Driver?—A. No, sir.

"Q. Do you know whether she is a Choctaw by blood?—A. No, sir; I don't believe there is a bit in her.

"Q. This woman who calls herself Jane Driver, was she a negro?—A. Looks just about like I do.

"Q. Just about your color?—A. Yes, sir; about my color. [Dark-brown skin.]

"Q. In this affidavit which you made in support of the petition of Jane Driver for enrollment as a citizen of the Choctaw Nation by blood you are made to state that you knew this applicant when she was a small child; that you remember that she could not talk to amount to anything; that she was mentally all right but did not have the faculty of speech. Did you state this in Mr. Ballinger's office?—A. No, sir; there was no need of it.

"Q. Did you know this woman when she was a small child?—A. No, sir."

In an affidavit made before Julius Golden, a notary public, on June 22, 1915, filed by Mr. Ballinger in support of the petition of Josie L. Arnold, née Lewis, for enroll-

ment as a citizen by blood of the Chickasaw Nation, Alec Nail is made to testify in part as follows:

"That he knows the applicant, Josie L. Arnold; that he also knew her mother, Sofia Lewis, née Kemp, and all the Kemp family; that the father of her mother, Sofia Lewis, née Kemp, was Jackson Kemp. * * * The applicant was raised by old Aunt Caldonia Green, a colored woman, who was formerly the slave of her grandfather, Jackson Kemp."

In his examination by me on July 31, 1915, relative to this petitioner, Josie L. Arnold, Alec Nail testified in part as follows:

"Q. Did you make this affidavit?—A. I know the name of some of those Kemps, they would ask me about people named Kemp that I knew, and I would state what I knew. This woman was looked up on the roll and they would ask me if I knew the Kemps, and say go to work and name how many you know, and I would go and name as many as I knew.

"Q. You can not say that you know this applicant?—A. No, sir; I know I don't know her.

"Q. You did not know any of the people that you met in that office?—A. No, sir.

* * * * *

"Q. Did you know a Sofia Lewis, who was a Kemp before she was married?—A. I don't know; I can't remember.

"Q. Did you ever know a Jackson Kemp?—A. Why, sure; yes, sir.

"Q. What relation was Jackson Kemp to Sofia Kemp?—A. I couldn't say.

"Q. You were made to swear in this affidavit that I read you that this woman who appeared in the office downstairs is a daughter of Sofia Lewis, who has been a Kemp; and that Jackson Kemp was the father of Sofia Kemp. What do you know about that?—A. I don't know nothing about that. I don't know who Sofia Lewis was; she may have been the mother of the one making application.

"Q. You do not remember Sofia Lewis?—A. No, sir; I don't.

* * * * *

"Q. What blood was Jackson Kemp?—A. He was a full-blood. He looked to be.

"Q. Full-blood what?—A. Chickasaw.

"Q. Did you make an affidavit down there for any person who was not a negro?—A. Not to my knowledge, except Jackson Barrett, and another white man I forget; let's see, Mr. Eubanks.

* * * * *

"Q. Were all the women for whom you made affidavits down-stairs negroes?—A. Yes, sir; all negroes, I believe.

* * * * *

"Q. Can you read?—A. A little in the Bible. Can't read to do no good.

"Q. Can you sign your name?—A. Oh, no. Can't write a line.

* * * * *

"Q. Mr. Lindly knew that you did not know this woman?—A. Yes, sir; I told him so.

* * * * *

"Q. So Mr. Lindly wrote on the typewriter the affidavit that you made?—A. Yes, sir.

"Q. And you say you told Mr. Lindly that you did not know any of the applicants, and did not intend to identify them?—A. Yes, sir.

"Q. Well, what were you doing down there?—A. I would prove that I knew the Choctaws. Advise them.

* * * * *

"Q. It was your understanding that you were merely to testify that such a Choctaw family lived at one time, and you would testify as to remembering that family; you did not testify that the claimants were related to any of the members of the families you have mentioned?—A. No, sir; I couldn't."

As a matter of fact, investigation tends to show that this claimant for enrollment, Josie L. Arnold, was probably born and reared in Louisiana, not having removed to this country until some few years ago, although she swore before me that she was born and raised in the Chickasaw Nation at Wiley. Her claim is absolutely fraudulent, and she committed perjury in her testimony before me.

I quote further from Alec Nail's testimony as follows:

"Q. Do you recall a woman who claimed to be a descendant of the Wright family of Choctaws?—A. I recall a woman that claimed to be a daughter of old Leonard Wright.

"Q. Had you ever seen this woman before you met her in Mr. Ballinger's office?—
A. Never did.

"Q. Was Leonard Wright a brother of old Gov. Wright?—A. Yes, sir; Allen Wright's father at McAlester.

"Q. Were they full-bloods?—A. Yes, sir; old Gov. Wright was a full-blood.

"Q. Was this woman who claimed to be a daughter of Leonard Wright a negro?—A. Yes, sir; she was yellow.

"Q. She was yellow?—A. Yes, sir; I told them to send that [indicating papers in this case filed by Ballinger] to McAlester, but they would not do it. Three Texas witnesses were there to that.

"Q. You say they had three Texas witnesses to witness that?—A. They had two; I will say that. Bill McCombs brought them up here.

"Q. Do you know James Goings?—A. Yes, sir; I know a Jim Goings since I have been here.

"Q. Did you first meet him in Mr. Ballinger's office?—A. Yes, sir; the first time in my life.

(This man is an applicant for enrollment as a Choctaw citizen by blood. W. L. B.)

"Q. Do you know the father and mother of this applicant, Jim Goings?—A. No, sir.

"Q. Do you know whether the father's name was Henry and the mother's name was Frances?—A. No, sir.

"Q. Did you ever know a Henry and Frances Goings?—A. Yes, sir; I have heard of that family; but that thing [indicating affidavit] was made a long time before I saw it.

"Q. What do you mean?—A. They took his application in a long time before they knew I was here. I was sick, but they referred him to me, and when I got up his application was made out already, and I was just asked about the Goings family, and I said I knew them.

"Q. There is an affidavit attached to this application filed by Mr. Webster Ballinger, acknowledged by you before Julius Golden, a notary public, on March 23, 1915, in which you are made to state that you first met this applicant more than 30 years ago at Doaksville.—A. No, sir.

"Q. And that you were well and personally acquainted with the father and mother of this applicant, Henry and Frances Goings, and that you knew the brothers of Henry Goings, and that their names were George, James, and Alfred?—A. I do not know that at all; they are all on the rolls, then I gave.

"Q. And that their oldest one died before the war. Did you make this statement to any person in Mr. Ballinger's office?—A. Not like you are reading it.

"Q. You did not know any of the people that you met in that office?—A. No, sir.

"Q. What office do you mean when you refer to that office?—A. Well, it says Ballinger, Rodkey & Lindly. They say it is their names on that door.

"Q. Do you know how much you got for making this affidavit?—A. No, sir; sometimes I got a dollar, sometimes \$1.50, and sometimes \$2.

"Q. Who gave you this money?—A. The applicants; the one making the application. They paid me the money I got.

"Q. Did you ask for the money?—A. They said if you do not pay the witnesses and notary fees the papers do not go out of the office. They said that they was to get two old members of the tribe, and I was in the Dawes Commission one day and they employed me to see about it. I did not have any confidence in it.

"Q. You told me, did you not, that most persons who applied for enrollment down there in their office as Indians by blood were negroes?—A. Every one of them.

"Q. And they tried to get on the blood roll?—A. Yes, sir; and I would say, why don't you get on the rolls with me; but they said they would get on the blood roll."

I have quoted rather fully from the testimony of Alec Nail, for the reason that it shows clearly the character of the work done by Mr. Ballinger and his assistants in Oklahoma. A review of the twenty-five or more enrollment cases filed by Mr. Webster Ballinger, which have the affidavits of this chief witness, Alec Nail, attached, shows that all of them were prepared under the same circumstances, being, in fact, manufactured cases from the beginning.

Webster Burton, another chief professional witness in Choctaw enrollment cases filed by Mr. Ballinger, is a negro of the illiterate class, entirely unreliable; in fact, of the indolent petty-thief type. He is a Chickasaw freedman, and his sole occupation for months was loafing around the offices of Ballinger, Lindly & Rodkey, getting what money he could from the negro aspirants for enrollment as citizens by blood of the Choctaw Nation for making affidavits for them.

Dozens of these worthless, perjured affidavits signed by thumb print accompany petitions of various persons applying for enrollment as Choctaws by blood filed by Mr. Webster Ballinger. Although in these affidavits Burton is made to testify to family histories of these applicants in detail, he testified before me as follows:

"Q. You made quite a number of affidavits down there?—A. Well, I signed some.

"Q. In Mr. Ballinger's office?—A. Yes, sir.

"Q. How many affidavits do you suppose you made?—A. I have no idea.

"Q. Were you personally acquainted with all the persons for whom you made affidavits?—A. Was I acquainted with them?

"Q. Were you personally acquainted with them?—A. No, sir; I was not.

"Q. Were you acquainted with any of them?—A. No one. I told them that.

"Q. You had never seen one of the persons?—A. No, sir; never seen them."

Continuing, he testifies how these affidavits were prepared:

"Q. Who prepared the affidavits that you signed? Who wrote them?—A. Lindly type wrote them out.

"Q. Did you tell him what to write in these affidavits?—A. No, sir; I told him of the Indian people I knew.

"Q. Did Mr. Durant have anything to do with the preparation of these affidavits?—A. Well, I am going to speak that the best I know how. Durant would fill them out.

"Q. He would write them out with a typewriter?—A. Yes, sir; whatever tribe these people were, he would write that out and if I knew that tribe, he would write that out. I gave them all to understand that I didn't know them.

"Q. Did Durant question you himself as to your knowledge?—A. No, sir.

"Q. Did Mr. Lindly question you as to the extent of your knowledge?—A. No, sir; he didn't.

"Q. Did he simply write out these affidavits without asking you?—A. He wrote these affidavits from the questions wrote out from the roll book, for the Indians on the roll.

"Q. Who would find them on the roll?—A. Durant or those Indians would take the roll book and find them.

"Q. After these affidavits were written up on the typewriter by Mr. Lindly were the affidavits read to you?—A. Yes, sir.

"Q. By whom?—A. Golden.

"Q. By Golden?—A. Yes, sir.

"Q. He was a notary?—A. Yes, sir.

"Q. Can you write your name?—A. Can't write at all, or read.

"Q. You signed these affidavits by thumb mark?—A. Yes, sir."

Burton acknowledges that he was paid from 50 cents to \$2.50 each for making these affidavits, and that he had been promised as much as \$100 additional by several applicants, if they were successful in securing enrollment.

I quote from a letter dated August 9, 1915, addressed to me by Mr. M. L. Garrett, United States probate attorney at Tishomingo, referring to Webster Burton:

"I have talked to several who knew him while he lived in the vicinity of Milburn, Okla., and the most of them say that his reputation was pretty bad, that they never knew of his being prosecuted for any crime except the one mentioned above (fornication)."

I quote further from the testimony of Webster Burton given before me:

"Q. Have you been in the penitentiary?—A. No, sir.

"Q. Have you been in jail?—A. Yes, sir.

"Q. How many times have you been in jail?—A. I can't tell you.

"Q. A number of times?—A. Several times.

"Q. What were you charged with?—A. Whisky and fighting.

"Q. Whisky selling?—A. No, sir.

"Q. Introducing?—A. Yes, sir.

* * * * *

"Q. What counties were you in jail?—A. I have been in jail in Fort Smith and Tishomingo."

I am attaching hereto a copy of Burton's testimony before me. I could go into detail and show the different false affidavits that were made by him, referred to in this

testimony, but I believe all that it is necessary for me to state here is that it would be practically a repetition of the testimony of Alec Nail, as set out above. Every affidavit purporting to have been made by this man and filed by Mr. Webster Ballinger is false practically in its entirety.

Another negro professional witness of Ballinger, Lindly & Rodkey is William James, heretofore referred to, now serving as convict No. 6087 in the Oklahoma State Penitentiary. His affidavit is submitted by Mr. Ballinger in support of a dozen or more Choctaw petitions for enrollment, and perhaps as many as 50 Creek petitions for enrollment. He is of the criminal type, and would perjure himself in any matter for a small sum of money. He has never resided in the Choctaw Nation, yet we find his affidavit, as stated, attached to a dozen or more petitions filed by Mr. Ballinger on behalf of persons seeking enrollment as choctaw citizens by blood, which are intended to prove the Choctaw blood of such applicants and trace the blood relationship of the applicants to certain Choctaw ancestors. It is needless to make the comment that these affidavits are entirely false. James, in his testimony before me, frankly admits that he had no knowledge of the facts testified to by him in these various affidavits. I quote briefly from his statement made before me as follows:

"Q. Were you paid anything for making these affidavits?—A. No, sir; I wasn't paid anything; not until they got it through outside of a little expense money.

"Q. If the men got these cases through, what were you to receive?—A. I was to get \$25 a head.

"Q. You were to get \$25 a head?—A. Yes, sir.

"Q. Who promised you that?—A. The ones that were making the applications.

"Q. Did Mr. Lindly or Durant, or anyone else, sanction that?—A. No, sir. They didn't sanction that at all; the applicants that were making the applications if they got through were to pay the witness fee.

"Q. How did the applicants come to promise you \$25?—A. For making a witness for them.

"Q. Did you ask the witnesses to agree to pay you \$25 for acting as a witness for them? A. I asked them what they would allow me for making it; for helping them through.

"Q. You exacted that?—A. Yes, sir.

"Q. You said just now, James, that you were to have your expenses paid. Who agreed to pay your expenses?—A. The ones who were making applications gave me 50 cents.

Julius Golden, a notary public of Muskogee, Okla., has taken the acknowledgments to all of the petitions and affidavits made in support thereof prepared in the Muskogee office of Ballinger, Lindly & Rodkey, as heretofore shown. Testimony of these applicants and witnesses shows that the applicants paid Golden, as notary fees, from 75 cents to \$2. In most instances they were charged \$2, whereas the petitions presented by Mr. Ballinger do not contain more than three or four jurats. The State law prescribes 25 cents as a maximum fee allowed a notary public for signing and placing his seal upon a jurat. It is shown that Golden did not do any clerical work in connection with the preparation of these affidavits. Mr. Lindly has been accredited with the statement that Golden has made, during the last year, as much as \$1,500 in notary fees from the applicants who appeared at the Muskogee offices of Ballinger, Lindly & Rodkey. However, Mr. Golden states to me that all jurats were signed and sealed by him in triplicate, and that he in no case charged more than the legal fee. It is reasonable to suppose that he has divided his fees with Lindly and Rodkey, but this is denied. Golden is a real estate dealer, and has resided in Muskogee for seven or eight years. He appeals to me as a cautious Jew, not very conscientious, but he would take precautions to avoid violating any law. I do not believe he would hesitate to enter any scheme to defraud, if he thought that he could not be reached by the law for his connection therewith. So in this case. When I brought to his attention the fact that it had been established that practically all of the affidavits made before him by the applicants and witnesses in these enrollment cases were false, he inquired if I thought there was any danger in his continuing to take acknowledgments in such cases. Of course, I advised him that he would have to exercise his own judgment in the matter, but personally I certainly would not care to have my jurat attached to perjured affidavits. I understand that he continued to act as notary for the attorneys named after his conversation with me just referred to.

As stated previously by me herein, precaution has evidently been taken by the principals connected with this enrollment work to avoid criminal prosecution for the outrageous fraud perpetrated by them and their agents upon many ignorant citizens of this State, and for the assistance given through unscrupulous, designing persons, mostly Negroes, in an attempt to perpetrate fraud upon the Five Civilized Tribes by the presentation of scores of false claims for enrollment.

I understand that the petitions presented by Mr. Ballinger were not accepted by the department as applications for enrollment. Therefore no United States statute could be resorted to under which to prosecute any of the persons shown to be guilty of preparing or making the false and perjured affidavits referred to. On the other hand, I do not believe that any State law covers the case. False swearing before a notary public in such a matter does not appear to be defined as perjury by the statutes of this State.

I shall now refer to other criminal features brought out in connection with my investigation of these enrollment cases.

In the first place, there has evidently been a conspiracy formed to lead as many ignorant persons as possible to believe that the rolls of the Five Tribes have been reopened, and that Mr. Ballinger and his associates were Government agents sent out for the purpose of enrolling all those persons who were entitled to enrollment who failed in securing their rights before the Dawes Commission. Two intelligent, shrewd, unscrupulous, designing negroes, Nelson Durant and William H. Vann, have proved the most active chief lieutenants.

As stated previously herein, Durant is an exconvict. He poses as a lawyer and preacher, but I am advised that he has never been admitted to the bar, and I take it for granted that if he preaches at all among the negroes it is for the purpose of furthering his fraudulent schemes. He is without doubt a crook of the first water. He sustains this reputation among those who know him, and the fact that he was employed by Ballinger, Lindly & Rodkey as one of their chief organizers and operators proves to me the character of the work contemplated by them.

My understanding is that William H. Vann has been admitted to practice before the courts of the State as an attorney, and has resided around Nowata and Sapulpa, Okla., for some years. He is regarded as a shrewd, scheming negro.

Nelson Grubbs, another negro, whose post-office address is probably Nowata, Okla., has operated more or less in connection with Vann.

In every locality in which I have made any inquiry touching the operations of Ballinger, Lindly & Rodkey I have found that one or more scheming negroes have been employed to herd the applicants for the evident purpose of sending them into Muskogee to be fleeced by Durant and Vann. The evidence gathered by me tends to show that both Durant and Vann have collected various sums of money from the persons seeking enrollment, the indications being that they have obtained all the money that it was possible for them to induce the various persons to part with.

A number of persons have sworn that Mr. Lindly and Mr. Rodkey both represented themselves as Government officials, and practically every person interviewed by me who has had any dealing with these individuals states that Durant, Vann, Grubbs, and others associated with them, openly represented themselves to be in the Government service, stating in that connection that the rolls of the Five Tribes have been opened.

I here quote from the statements of several Ballinger claimants and some of their witnesses, made before me, whose complete testimony I do not believe it is necessary to attach, for the purpose of this report. I first quote from the statement of Jennie Wilson, a negro, of Tulsa, Okla., made before me November 18, 1915, who applies for enrollment, through Mr. Ballinger, as a Choctaw citizen by blood, as follows:

"Q. Before whom did you make this application for enrollment?—A. Perry Rodkey.

"Q. Where does Perry Rodkey live?—A. His office at that time at Okmulgee (Okemah?).

"Q. Do you know whether Perry Rodkey is employed by Webster Ballinger, an attorney of Washington, D. C.?—A. Yes, sir; I suppose so—from Washington. I don't know who he was under.

"Q. Webster Ballinger—is that the name Mr. Rodkey gave you as the name of the person by whom he was employed?—A. He didn't give me any name. He said he was working for the Government; heard him speaking—

"Q. Is that what Mr. Rodkey told you?—A. I heard him say that.

"Q. Did he tell you that?—A. I don't know that he was talking to me. I heard him talking to some other person.

"At Okemah?—A. Yes, sir.

"Q. You went to see him at Okemah?—A. Yes, sir.

"Q. What did he state to these other persons, using the exact language that he used concerning his being employed by the Government?—A. Well, I couldn't state it and be correct about it. He was just talking about enrolling Indian blood rights * * * working for the Government.

"Q. Did he tell you he was in the employ of any particular department of the Government?—A. No, sir.

"Q. Any particular bureau of the Government?—A. No, sir.

"Q. The Department of the Interior, Indian Office?—A. No, sir; I didn't hear him say that.

"Q. Led you to believe that he was working for the Government.—A. Yes, sir.

"Q. You believed that when you made this application?—A. That was my understanding.

"Q. Did you have to pay him any money?—A. No, sir; not a cent.

"Q. Did he demand any money?—A. No, sir.

"Q. Did you deal with him direct?—A. Yes, sir.

"Q. Deal with any other person?—A. No, sir; took my statement himself.

"Q. Did he write it himself on the typewriter?—A. No, sir; had some one.

"Q. Man or woman?—A. Man.

"Q. Do you know the name of the man?—A. Mr. Guthrie.

"Q. Your petition for enrollment filed by Webster Ballinger appears to have been sworn to before Chas. E. Guthrie on March 12, 1915. This is the application that you refer to?—A. Yes; that's it.

"Q. Did you pay Mr. Guthrie?—A. No; only the notary fee.

"Q. How much?—A. \$3.

"Q. What was this \$3 for?—A. Notary seal on my application and my children's.

* * * * *

"Q. Did you sign any kind of a contract to pay them anything?—A. No, sir.

"Q. Did you give them any power of attorney?—A. I don't know how papers were fixed up. I didn't sign any papers to pay.

"Q. You understand that the rolls are closed?—A. Closed?

"Q. Yes.—A. Years ago.

"Q. Do you understand that they have been reopened?—A. Well, yes; open to enroll Indian blood rights.

"Q. Who gave you to understand that the rolls have been reopened? Who has given you that understanding?—A. Where I was trying to be enrolled."

I quote now from the testimony of Graham W. Wilson, a negro notary public of Tulsa, Okla., the husband of Jennie Wilson, from whose testimony I have just quoted:

"Q. Who approached you in the matter of the enrollment of your wife's children and herself? How much did you pay for the work done in her behalf?—A. Mr. Rodkey came here to Tulsa first. A crowd of us went then to Muskogee where we understood that Mr. Rodkey was located. I took my wife along. After we got there we found that Mr. Rodkey was sick, so we couldn't see him. We went to the office where we understood he was located and found Mr. Lindly. Mr. Lindly told us to state our case to a colored man named Durant—Nelson Durant. Nelson Durant told me that he would have to have \$35. That for \$35 he would put my wife and children on the rolls. I told him that I had a letter from Mr. Rodkey in which he stated that there would be no charge. I told him we would wait and see Mr. Rodkey, and, if necessary, go to Okemah to see him; later we went to Okemah. We did not pay Mr. Rodkey anything, but paid the notary public a few dollars, I have forgotten the exact amount we paid for the notary's work and typewriting."

I quote now from the statement of Mary Ross, a negro citizen of Haskell, Okla. (made before P. J. Hurley, Choctaw national attorney, Nov. 23, 1915), in the matter of her application for enrollment as a citizen by blood of the Choctaw Nation.

"Q. When you came over here to Muskogee whom did you see in Muskogee?—A. I came to that office.

"Q. In this building?—A. I suppose so.

"Q. Were you led to believe they were enrolling people?—A. I asked and they said they were.

"Q. That they were enrolling people?—A. Yes, sir; I asked for Ballinger and Lee and Lee was gone and Ballinger was in Washington, D. C., and they were hired by the Interior but this man that was doing this writing, he told me he was hired and was getting a salary to enroll people, and this colored man——

"Q. Did this man tell you he was hired by the Secretary of the Interior?—A. Yes, sir; his duty was to enroll the applicants.

"Q. Did he tell you whether or not he could take any fees for his services?—A. He wouldn't take a penny; was being paid by the Government.

"Q. Who was the colored man?—A. Nelson Durant. That is the man I gave the money to.

"Q. What money?—A. The \$5.

"Q. How much did he ask for?—A. \$25.

"Q. What was the reason?—A. He was charging. I asked him how come him to charge, and he said these witnesses. I wouldn't pay him a cent, so I says. I went back and stalled him.

* * * * *

"Q. You did pay Nelson Durant \$5?—A. Yes, sir; and I paid \$1.75 to a little bitty fellow.

"Q. What is he, a notary public?—A. Yes, sir.

* * * * *

"Q. What did Nelson Durant say that you should pay this money for?—A. He said do you think I am up here for my health, and takes a book and hunts your relatives, and he writes who I am and who my people are, and he carries this thing in on a piece of paper.

"Q. Whose office?—A. Stout man's.

* * * * *

"Q. Will you send me those letters you claim to have received from Ballinger?—A. Yes, sir; I will hunt them all up, lots of them are postal cards. He told me the roll was open.

"Q. How long ago has it been?—A. Not very long.

"Q. Has it been six months since he wrote you?—A. Said he would let me know and for me to keep up and see when the roll, the Choctaw rolls were open.

"Q. When was that?—A. A good while ago.

"Q. These men that took your application, what office of the Interior Department did they say they represented, the Secretary of the Interior, the Commissioner of Indian Affairs, or the Superintendent of the Five Civilized Tribes?—A. The Secretary of the Interior. They told me Choctaws and Creeks and Chickasaws and there was a Creek and a Chickasaw Indian there, Susan Harrison enrolled her child the same day I was enrolled and another woman from the Cherokee Nation the same day and there was four of us, there was six enrolled there that day.

"Q. Did those people claim they were authorized by the Government to enroll those people?—A. This white man told me he was getting a salary from the Government to enroll the people, he wouldn't take any money from them. I never offered him any. He sat in front of the table. The old man, both of them talked so plain, I was getting the value of the land in money. I told them I didn't care for the land I would take anything. I will set up the cigars and he says Mrs. Rose I wouldn't take a penny from you or anybody I ever saw to do this work because the Government has me hired. I am getting my salary from Washington, D. C. I said if I was to get any money I wouldn't mind setting them up.

"Q. That was in Ballinger's office?—A. Yes, sir.

"Q. The colored man was Nelson Durant?—A. Yes, sir.

"Q. Who was the white man doing the speaking?—A. He didn't say what his name was. He was a big fat man, not as tall but heavier than you are. I think it was Judge Lindly; he told me he was raised in the Choctaw Nation.

"Q. Did he say that he was from McAlester?—A. Yes, sir; South McAlester.

* * * * *

"A. I did not think it was fraudulent by them coming out so public but if it had been in a private place I wouldn't have wanted to see about it, but I was told by lots of people that these was in this office. A public place, a fine place before a crowd of people. I never thought about it being a fraud. If I am prosecuted for anything I can hold this man and this colored man who carried me into this office and this white man copied off of this piece paper and puts it on two piece of paper. He keeps one, they keep one. This colored man writes in this room out of a book, then he carries it in there. He claims he finds your relatives on the roll and all I swore to is that my mother said that the Folsoms was my people and the Flaxes were her people. I was born after my father died.

"Q. You would not have gone before these people if you had not thought them officers of the United States?—A. Sure, I wouldn't have paid the colored man \$5. I wouldn't have paid them the \$15 but my mind did not feel right. After I had consoled him and told him I would send in \$15, I talked to several lawyers and they said he was a grand rascal, had been to the pen, and that Lee had run off for some cause."

Doss Butlington, a negro citizen of Muskogee, Okla., who made application through Mr. Ballinger for the enrollment of himself as a citizen by blood of the Choctaw Nation, testified before me on August 5, 1915, in part, as follows:

"Q. Tell me what connection you had with the persons operating in an office on the second floor of this building, Doss. A. You mean those commissioners down there?

"Q. Do you call them commissioners?—A. Yes, sir; that is what they said.

"Q. From what source did you learn that this was a commission?—A. I learned it from William Thompson and Will Moore. Old man William Thompson wanted to be one of my witnesses, but I had two other fellows and I did not take him.

"Q. I have conversed with you about your connection with these persons down here and you have told me, as I understand it, that you were approached on the street by

William Thompson, a colored man, who told you that some persons located in this building were enrolling persons who had been left off of the rolls; that they were Government men sent here for that purpose, and that you accompanied William Thompson to that office, which is located in the Metropolitan Building in which the Indian agency is located, and, as I understand you, you found Nelson Durant. You know him?—A. Yes, sir.

“Q. He is a colored man?—A. Yes, sir.

“Q. Nelson Durant told you that you would have to get some money before he could talk to you?—A. Yes, sir.

“Q. How much?—A. \$15.

“Q. Was this before you stated your case to him?—A. Yes, sir. I had to do that before they would hear me at all.

“Q. Before you stated your case?—A. Yes, sir.

“Q. You went off then to get the money?—A. Yes, sir.

“Q. Did Nelson tell you he was in the Government service?—A. That he was working for them.

“Q. That he was working for white men?—A. Yes, sir.

“Q. And that they were in the Government service?—A. Yes, sir.

“Q. Did he tell you their names?—A. Rodkey and Lindly.

“Q. Do you know the given name of Rodkey or Lindly?—A. No, sir.

“Q. You say you went off and got the \$15?—A. Yes, sir.

“Q. And you came back that night?—A. Yes, sir.

“Q. Who with?—A. Will Thompson.

“Q. Did he say he was working for these people too?—A. Yes, sir.

“Q. You came back to the office of these persons that night about 8 o'clock and you found Will Thompson, Nelson Durant, and Will Moore there?—A. Yes, sir.

“Q. Will Moore a colored man?—A. Yes, sir.

“Q. William Thompson?—A. Yes, sir.

“Q. What occurred there?—A. After I came in Nelson wanted to know if I had the money and I said yes, I was ready, and he said we would get to work and do business, and he called me in another dark room back there and I gave him the \$15.

“Q. And you went in alone?—A. Yes, sir.

“Q. And the room was dark?—A. Yes, sir; there was no light in that room.

“Q. You paid him the \$15 in that little room?—A. Yes, sir.

“Q. What else occurred?—A. They then took up my case. They questioned me then.

“Q. Who questioned you?—A. Mr. Lindly.

“Q. Did Nelson Durant take you in Lindly's office?—A. Yes, sir.

“Q. Had you met Mr. Lindly before?—A. Yes, sir; I met him that day.

“Q. What did Mr. Lindly tell you that day?—A. He didn't talk to me any that day much; he told me they were sent there by the Government, something like that, to look after people who were left off of the roll.

“Q. Mr. Lindly told you that?—A. Yes, sir; he says you will have to pay your witnesses and notary fees. He told me I would have to do that before anything else took place.

“Q. You are positive that he told you he was sent there by the Government?—A. Well, Mr. Lindly he told me that. He says to me, I don't want a penny of your money; I am getting paid for taking up these petitions.

“Q. After you went in Lindly's office with Nelson Durant what occurred?—A. They went to writing my affidavit up.

“Q. Who questioned you?—A. Mr. Lindly.

“Q. Did Nelson Durant question you?—A. No, sir.

“Q. Well, did Mr. Lindly write your answers down?—A. Yes, sir; he had a notary.

“Q. Well, who was writing?—A. Mr. Lindly.

* * * * *

“Q. You are of negro blood?—A. Yes, sir.

* * * * *

“Q. Where is Will Moore now?—A. I don't know where he is; he is dodging around.

“Q. What is he dodging?—A. He got into some trouble. I don't know what he got into.

“Q. Are the officers after him?—A. Yes, sir; something about some mortgage.

“Q. Have you talked to others on the outside about the work that is being done down stairs here?—A. Yes, sir; I have talked to several folks and they all seem to think it wasn't much good.

“Q. I think you told me not long ago that these people thought it was the Government that was doing this?—A. Well, they did think so.

"Q. You talked to persons on the outside who thought it was the Government?—A. Yes, sir.

"Q. A number of persons?—A. Yes, sir."

Mary Reeves, a negro resident of Vian, Okla., who is an applicant for enrollment through Mr. Ballinger, as a citizen by blood of the Choctaw Nation, testified before me on August 6, 1915, in part, as follows:

"Q. Whom did you go to see about making this application for enrollment?—A. Mr. Lindly; that is who I make application to.

"Q. Where is Mr. Lindly located?—A. On the second floor of this building.

"Q. Is Mr. Lindly in the Government service?—A. Yes, sir; I reckon so.

"Q. Do you know what position he occupies?—A. All I know is that he made out my application.

"Q. What makes you believe he is in the Government service?—A. I 'lowed by that, I didn't think he would make out my papers if he wasn't."

John Harrison, a negro resident of Keefeton, Okla., who has applied for enrollment through Mr. Webster Ballinger, as a citizen by blood of the Choctaw Nation, testified before me on August 10, 1915, in part, as follows:

"Q. How did you happen to go to Mr. Lindly's office to make application for enrollment?—A. I just heard of him being here for that purpose from other people, so I just went.

"Q. What was told you, exactly, about his business?—A. Well, I don't know, sir; I can't tell you.

"Q. Were you told that he was in the Government service?—A. I don't know whether he was in the Government service or not.

"Q. What was your belief about it when you went to him? Did you go to him under the impression that he was a Government man?—A. Yes, sir; I think that is what I understood.

"Q. You understood that before you went to him?—A. Yes, sir.

"Q. Did he give you to understand that he was in the Government service?—A. I never asked him."

Elizabeth Sexton, a negro, of Tulsa, Okla., who has applied for enrollment as a citizen by blood of the Choctaw Nation, through Mr. Ballinger, testified before me on November 19, 1915, in part, as follows:

"Q. Before whom did you file your application for enrollment?—A. Before whom did I—

"Q. Yes.—A. You mean the notary?

"Q. Yes, and the person with whom you filed your application.—A. The man that was working for him—I could call his name if I heard it. For Mr. Rodkey—

"Q. Mr. Rodkey?—A. Mr. Perry Rodkey.

"Q. Lives in Okemah?—A. I don't know where he lives.

"Q. His office is at Okemah?—A. Yes.

"Q. Where did you see him?—A. Here in Tulsa, and one of his men—

"Q. Did Mr. Rodkey represent to you that he was in the employ of the Government.—A. I guess so.

"Q. Did Mr. Rodkey state to you himself that he was in the employ of the Government?—A. Yes, sir.

"Q. He told you himself?—A. There was another man working for him—

"Q. Did Mr. Rodney tell you himself that he was in the Government service?—A. Yes, sir.

"Q. What language did he use in telling you that he was in the Government service?—A. He said he was—the Government had him seeing after the Indians and their claims—that was his business.

"Q. You say that he had some one working for him?—A. Another man. I would know his name, but can't call it.

"Q. Guthrie?—A. Yes, sir.

"Q. Charles E. Guthrie?—A. Yes, sir; white man, tall and slender.

"Q. You swore to this application before Mr. Guthrie?—A. No, sir; Wilson was there to, the notary.

"Q. Did you have any conversation with Mr. Guthrie concerning whether he was in the Government service?—A. I heard that there was a man here. I went on the train to see Mr. Rodkey.

"Q. Did you have any conversation with Mr. Guthrie?—A. No more than what I asked him. I asked him if he was in the Government service.

"Q. He did not say that he represented the Government, or Interior Department, or any bureau of the Government, did he?—A. No, sir, he said he was working for Mr. Rodkey; that he was one of the men that Mr. Rodkey put out to help him.

"Q. Did he say that Mr. Rodkey was in the Government service?—A. Yes, sir.

"Q. Did Mr. Rodkey himself told you that he was in the Government service?—A. Yes, sir.

"Q. Did he say what department or bureau he was working under?—A. No, sir.

"Q. He said that he was in the Indian service?—A. Yes, sir; I went to Muskogee to see him. So many people there I couldn't see him long. Don't talk to him but a little bit. Wanted me to meet him in Okemah. I couldn't never go down there.

"Q. You understand that the rolls were closed in 1907?—A. Yes, sir.

"Q. Has it been represented to you that the rolls have been reopened?—A. Heard they were reopened and I commenced trying.

"Q. Who told you?—A. I couldn't specify the person. Heard it from different ones—different ones talking about it.

"Q. Did a good many colored people here in Tulsa go before those persons at Muskogee and Okemah?—A. I don't know sir. Just know one woman that went to Okemah. There ain't two dozen here that I know.

"Q. Your understanding was that these persons that were taking these applications were in the Government service?—A. Yes, sir."

Charley Willard, a negro of Tulsa, Okla., made an affidavit in the enrollment case of the claimant whose testimony has just been quoted from, and I secured his statement, from which I quote below. (I understand that this man acted, to some extent, as an agent for those persons in Tulsa, working with G. W. Wilson, a negro notary public):

"Q. You applied for enrollment before these people who were getting up these applications?—A. Yes, sir.

"Q. Whom did you apply for enrollment before?—A. I went to Muskogee to see these people.

"Q. When you went down to Muskogee to see these people I suppose you had an interview with them. Where were these people located, these people you went to see about your application?—A. Up in a big building, where the Dawes Commission is. On the second floor.

"Q. You found many others there?—A. Office crowded.

"Q. Mostly colored?—A. Yes; colored and Indian mixed, white and half-breeds.

"Q. Who did you talk to down there?—A. I applied—I talked to Mr. Perry Rodkey and Mr. Lindly. Asked was it sure enough true. Was the roll open for these people. I went down one day to see about it, then I went about two weeks later. Asked his price. Nelson wanted \$5 himself.

"Q. Nelson Durant the man you refer to?—A. Yes, sir. He got up all the statements. Mr. Lindly did the typewriting. I told these people I didn't want to pay—I told these people I heard the rolls were open, but I didn't want to pay—

"Q. How much did Nelson want?—A. \$10, and he said that was for notary fees—

"Q. You understand Nelson Durant is a lawyer?—A. Yes, sir.

"Q. What did you understand about Mr. Rodkey and Mr. Lindly's positions?

A. Why, Mr. Rodkey said he was working for the United States. Mr. Lindly he was not charging anything.

"Q. Did Mr. Lindly say that?—A. Said Government paying him in these citizen cases.

"Q. Was that the general understanding?—A. Yes, sir.

"Q. With those with whom you talked?—A. Yes, sir.

"Q. You did not pay them anything yourself?—A. No, sir.

"Q. Did you pay Nelson Durant anything?—A. \$2 and paid the notary \$1.75.

"Q. They wanted \$10?—A. I didn't have it and I wouldn't pay it.

"Q. How much did you pay Nelson?—A. \$2 and notary \$1.75; \$3.75. They asked me for the rest of the money.

"Q. You applied for the enrollment of yourself as a Creek by blood?—A. Yes, sir; and my children. Some of them are on, one dead child not on.

"Q. You are trying to get on the blood roll?—A. Yes, sir. I got the deeds down there for two of them."

Jane Driver, a negro woman, of Tulsa, Okla., who has made application through Mr. Webster Ballinger for enrollment as a citizen by blood of the Choctaw Nation, testified before me on November 17, 1915, in part, as follows:

"Q. You told me that you paid Alec Nail \$2.50 for making an affidavit?—A. Yes, sir.

"Q. And another colored man \$2.25 for making an affidavit?—A. Yes, sir.

"Q. Was his name Webster Burton?—A. I couldn't tell you.

"Q. Then you paid the notary \$2?—A. Yes, sir.

"Q. And you paid the man who took you down to Muskogee, Chas. Willard, \$2 and his fare to Muskogee and return?—A. Yes, sir."

W. H. Short, a white citizen of Morris, Okla., appeared in my office on August 3, 1915, and upon being advised by him that his wife, Lillie Short, nee Cornelius, had applied through Mr. Ballinger for enrollment as a citizen by blood of the Creek Nation, I obtained a sworn statement from him, from which I quote below:

"Q. Now, who approached you in this business—who first came to you and told you about this enrolling business?—A. The Bakers.

"Q. Where do they live?—A. Morris.

"Q. Are they Indians?—A. Yes, sir; claim to be.

"Q. What did they say to you, exactly?—A. They told me—I don't recall just the words—they told me a man named Durant was seeing about this business and that they were going to see him about it, so I came with them.

"Q. Did you see Durant?—A. Yes, sir.

"Q. Where did you find him?—A. I found him on the second floor of this building.

"Q. In the back office?—A. Yes, sir.

"Q. Did you get acquainted with anyone else connected with that office?—A. There was another gentleman in there.

"Q. Do you know his name?—A. I knew it then, but can't call it now.

"Q. Was his name Lindly?—A. Yes, sir; Lindly was the name.

"Q. Did you get acquainted with any other person connected with that office?—A. No, sir; I didn't.

"Q. Do you know whether Mr. Webster Ballinger is connected with that office?—A. Yes, sir, I think he was.

"Q. In what capacity?—A. I do not know; it seems to me like all the papers were made to Webster Ballinger.

"Q. Whom did you talk to first?—A. Durant.

"Q. What did Durant represent to you that he was doing?—A. Why he claimed that he was working for the Indians and trying to prove their rights.

"Q. Did he represent himself to be in the Government service?—A. Well, I won't say for sure, but I believe he did.

"Q. Do you know what language he used to give you that impression?—A. No, sir; I don't.

"Q. You can't say what he stated to you exactly?—A. No, sir; I can't.

"Q. Did these Bakers that told you about these people state to you whether they were in the Government service or employ?—A. I believe they did; I think that Baker told me the Government had them employed.

"Q. What kind of a contract did you make with Durant—any?—A. No, there was no contract to it. When I first came down here I paid him \$5 to go over the rolls and he said that was all he could do then, but to come back and when I came back next time—a week from that date—I brought my wife and he took me to one side and said: 'I am ready for business if you have the money, but we can't do anything if you can not pay for it, as we have to go out to the Dawes Commission upstairs and get some stuff and it will cost you \$25.' I told him times were mighty hard and it looks like I am paying out money for something I don't know anything about. I paid him \$20, and he fooled around and got the papers fixed up and got a notary to sign them.

"Q. How much did you pay the notary public?—A. It seems to me that I paid the notary public \$2.50, making \$27.50 I was out.

"Q. Is that all you have paid out?—A. Yes, sir.

"Q. Did either you or your wife sign any powers of attorney or any kind of a contract in Mr. Ballinger's office?—A. No, sir; not that I know of.

"Q. Or any other place?—A. No, sir."

On the same day the above statement was taken I obtained the statement of Mr. J. W. Sutton, a white citizen of Morris, Okla., who appeared at my office with W. H. Short, from whose testimony I have just quoted. I quote from Mr. Sutton's testimony as follows:

"Q. How did you happen to accompany Mr. Short here?—A. Well, he heard of this commission, and others had heard of it and told us. Our neighbor, Mr. Baker, told us, and I came to try and assist him.

"Q. You say you heard something about this in the neighborhood?—A. He did from Mr. Baker—that is the first I heard of it; but we didn't believe it.

"Q. You didn't believe what?—A. We didn't believe it was a legal transaction, for the rolls had been closed.

"Q. And as it came to you, what impression did it make on your mind; was it that Government officials were enrolling persons?—A. No, sir; it never did come to mind that way. I told him it was a fraud, until I came down here and talked with them in this building, and I was then satisfied, for I thought it was the Dawes Commission.

"Q. It being right in the building with the Indian office, you thought if it wasn't right it would be stopped?—A. Yes, sir.

"Q. If there was any fraud, it would be stopped?—A. Yes, sir; I thought it was all right, as I thought it was in the Dawes Commission house, and I supposed then that there was something to it.

"Q. From what you had previously heard in your neighborhood, did you get the impression from persons in the neighborhood that the Government was enrolling persons?—A. Yes, sir; that is the way they talked—that is the way I understood it. That it was a legal affair by the Government, who was enrolling these persons that was left off, and as this girl is a niece of my wife, and is an Indian, and we could prove it—

"Q. Was there anything that occurred in the office of these persons that made you suspicious of their connection with the Government service?—A. Yes, sir.

"Q. What was it, exactly?—A. Well, they had some colored fellows there that were very ignorant, and they offered to be witnesses for people, and came to me and told me, or offered to help me, and I told them we already had all the help we wanted.

"Q. Did they want pay for their services?—A. I suppose they did; I told them we had all the evidence we wanted.

"Q. Do you know any persons who have paid any money to these men on the second floor of this building?—A. Yes, sir; Mr. Short.

"Q. Do you know any other person?—A. Yes, sir.

"Q. Who?—A. One of my boys paid some money.

"Q. What is his name?—A. Jimmy—J. D. Sutton.

"Q. Where does he live?—A. Morris.

"Q. How much did your son pay?—A. \$5.

"Q. Who did he pay that to?—A. I suppose he gave it to his wife. His wife is one of the Baker family. My son paid his wife's part. My son married a Baker.

"Q. What amount did the other members of the Baker family pay?—A. They paid \$5 a head, and these men sent out for \$5 more the other day.

"Q. Do you know whether that was paid?—A. Yes, sir; they sent it to them. They sent it a few days ago; it was for another witness; old grandpa Baker sent it to them.

"Q. What is his name?—A. I don't know. Old grandpa Baker is all I know. He is an old man.

"Q. All of these people you speak of, are they Indians?—A. Well, my son is an Indian, and those others claim to be Indians but have not proved it—this Baker family."

The testimony of Mr. W. H. Short, referred to above, shows that his wife was not a resident of the Creek Nation on June 28, 1898.

James Goings, a negro citizen of Depew, Okla., who has applied for enrollment, through Mr. Webster Ballinger, as a citizen by blood of the Choctaw Nation, testified before me on November 19, 1915, in part, as follows:

"Q. What did Gould represent to you? Did he represent that the rolls were open?—A. No, sir; he didn't represent to me that they were opened.

"Q. What did he tell you about it?—A. He told me after I was telling him about a—he was reading in his papers and he said 'Jim, this roll is going to be open. Seems * * * since you said, * * * I have been reading where these rolls are going to—'

"Q. You went to Muskogee?—A. Yes, sir.

"Q. Who did you see?—A. Mr. Lindly.

"Q. See anyone else?—A. No, sir. There was a gentleman in the office, but I can't place him.

"Q. What did Mr. Lindly tell you?—A. He told me that I would have to employ an attorney to investigate.

"Q. Did he suggest some attorney to you?—A. I asked him who was attorney there, and he said there was two or three around there, and about that time I walked Nelson Durant and I employed Nelson Durant.

"Q. What sort of a contract did you make with Nelson Durant?—A. I was to pay him cash in hand. I was to pay him \$27. He said he would look up the book. He would charge \$27.

"Q. Did you pay him the money?—A. Yes, sir; \$27.

"Q. Pay him that day?—A. No, sir. After I was down there and he told me to bring those five grown children.

"Q. Did you pay him anything at all the first time?—A. \$7.50.

"Q. For what purpose did you pay him this \$7.50?—A. He claimed he had to go and look up the books.

"Q. You paid him \$7.50 to look up the books?—A. Yes, sir.

"Q. What books was he to look up?—A. I don't know, sir. He didn't tell me particularly what books.

"Q. You gave him \$7.50 in cash?—A. Yes, sir.

"Q. First time you were down there?—A. Yes, sir.

"Q. When was that?—A. Along in February.

"Q. Of this year?—A. Yes, sir.

"Q. Any one witness you paying him that money?—A. No, sir; there was nobody in the office but me and him at that time.

"Q. Did he give you a receipt for it?—A. Yes, sir; but I haven't it here.

"Q. You have the receipt at home?—A. Yes, sir.

"Q. He said to come back again with your five children?—A. Grown children.

"Q. You took them back?—A. Yes, sir.

"Q. When did he tell you about bringing more money down?—A. He said all these grown ones would have to pay \$5 apiece for entering fees. What he said—

"Q. You went down there afterwards and took your five grown children with you?—A. Yes, sir.

* * * * *

"Q. Did each of these children take money along with them?—A. No, sir.

"Q. They didn't give any money?—A. I got the money myself.

"Q. Had he told you that you would have to bring some more money?—A. \$1 more; \$17.50 for me.

"Q. Did you take him that \$10? You gave him that \$10?—A. Yes, sir.

"Q. How much more?—A. \$5 apiece for the children.

"Q. How much in all?—A. \$25.

"Q. Gave him \$25 for the children?—A. Yes, sir.

"Q. They paid you the money to give to him?—A. All but one. That was Birdie. She was living with me and I pay hers.

"Q. How much did this make in all that you paid Durant?—A. \$10, \$17.50, and \$25. Let's see, \$42.50 in all. Would be \$42.50 near as I could come to it.

"Q. Did you get any receipt for the money?—A. I got a receipt for myself for \$17.50. He told me he would send all the receipts of the kids— their receipts.

"Q. Do you know whether he did this?—A. No, sir; I don't.

"Q. Did you have any understanding as to whether Mr. Lindly or this man Durant were in the Government service?—A. I understood that Mr. Lindly was in the Government service.

"Q. Who told you that Mr. Lindly was in the Government service?—A. He told me himself. He was working for the Government and he was not allowed to charge any fees. If Government knew he charged any fees he would be hoisted from the office.

"Q. He told you that himself?—A. Yes, sir.

"Q. Anyone else present when he told you?—A. Yes, sir; I think if I make no mistake there was an old man Nails.

"Q. Alec Nails?—A. Yes, sir; if I make no mistake think he was in there at the time.

"Q. What did Durant tell you? He tell you he was in the Government service?—A. He said he was attorney looking up the cases like for myself.

"Q. What did he tell you about Lindly?—A. He said he would look up my case and if it was agreement with Mr. Lindly— whatever Mr. Lindly said when he looked it up—when he looked it up he would turn it over to Mr. Lindly.

"Q. Do you know whether Mr. Webster Ballinger, of Washington, D. C., was connected with that office?—A. I heard he was after I went in.

* * * * *

"Q. What did Alec Nail charge you for making an affidavit for you?—A. \$5.

"Q. You paid that independent of the other money you paid to Durant?—A. Yes, sir.

"Q. You gave \$5 to Alec Nail?—A. Yes, sir.

"Q. Hand it to Alec Nail?—A. Yes, sir.

* * * * *

"Q. Did Gould tell you that those persons were in the Government service?—A. He told me that Mr. Lindly was."

Mollie Nathan, a reliable old colored citizen of Porter, Okla., who has applied for enrollment as a citizen of the Creek Nation, through Mr. Ballinger, on August 27, 1915, testified, in part, before Judge R. C. Allen, national attorney for the Creek Nation, as follows:

"Q. Who told you they were enrolling people?—A. Mr. Howard, Emmett Howard.

"Q. Who is he?—A. He keeps the post office; he used to be a banker.

"Q. He is the postmaster there now?—A. Yes, sir.

"Q. What did he tell you about it?—A. He said the rolls is open now and you ought to try again and see what you can do.

* * * * *

"Q. After you talked to Mr. Howard you came down to Muskogee?—A. Yes, sir.

"Q. Who brought you here? —A. Well, I came on the train, but several came with me.

"Q. Who came with you?—A. Nellie Hawkins and Morris Steven.

"Q. Where did you first meet Nelson Durant?—A. Right here at this place.

"Q. Had you known him before?—A. No, sir.

"Q. What did he tell you?—A. He got the book and hunted up my people and found them right now; no trouble to find them. My mother was a half sister to Jane Doleman; she is dead now.

"Q. She is on the roll?—A. Yes, sir; she is on the roll all right.

"Q. Now, then, what did he tell you about enrolling you?—A. Well, he said he didn't see nothing in the world to hinder me from getting my right.

"Q. Did he say they were enrolling people?—A. Yes, sir.

"Q. What did he tell you about Mr. Ballinger?—A. Didn't tell me anything about Ballinger. He said how much money I must get, and I went back and told Mr. Harsha about it, and he said, 'Aunt Mollie, watch your business, and don't let them beat you, you too old,' and I told him what they said it would take to pay. Ballinger said it would take some more witnesses, and so I came and ask for you, then, and they said you wasn't in, and so I went back home then and see Mr. Harsha and got the money.

"Q. Did they tell you they were representing the Government?—A. No, sir.

"Q. What did they say?—A. Well, sir, Mr. Allen, I couldn't tell you all they said. Mr. Ballinger said this, and now I am telling you the truth, Judge, Mr. Ballinger—I don't know whether he is the man that got the money or not, I am telling the truth, but I know Mr. Ballinger told me this, 'Now, when you get out of here they will ask what I charged, and you tell them what I charged you. You say you haven't paid me a cent, and if you don't get nothing I don't get nothing.'

"Q. Did he tell you Durant was working for him?—A. Well, Durant presented these names. Durant hunted up the names and brought the book in.

"Q. Where was Durant when he told you you had to raise the \$50? —A. In the first little room.

"Q. Before you saw Mr. Ballinger?—A. Yes, sir.

"Q. Did you talk to Mr. Ballinger about the \$50?—A. No, sir; I never opened my lips to him about that; I don't know why I didn't, and Morris told him who I was and who my people was.

"Q. When was it you paid this money to Durant?—A. In March, when I enrolled, when Mr. Ballinger did this printing work.

"Q. The first time you came down here you didn't get enrolled because you didn't have the money?—A. No, sir; just hunted up the papers, and Durant told me I would have to have that money.

"Q. How much money on the 5th of March did you give Durant? —A. \$20, and then I went and got the children just as quick as I could.

"Q. A few days later? A. Yes, sir; and then I gave him \$16.50 again, and now wait, that ain't all, and they kept on sending me cards I had to get all, and I went and got him and brought him in and he said 'Mamma, from what I read in the papers it might be all right, but if you see Judge Allen he can tell you,' and I said I couldn't find you and in a few days I seen in the papers you was gone to Washington. Let's see, that's \$36.50 isn't it, and then I was out \$4 more.

"Q. Did you give that \$4 to Durant?—A. My son did.

"Q. Your son gave it to Durant?—A. Yes, sir.

"Q. That is \$40.50 you gave in all?—A. Yes, sir.

"Q. Where did you get this money? A. I borrowed it from Mr. Harsha, and I have got to work now and pay the interest.

"Q. What became of the other \$9.50? A. Going back and forward, I had to go clean to Vian for one of the children.

* * * * *

"Q. You paid all of the expenses of all of your witnesses here yourself? A. Yes, sir.

"Q. You paid their expenses yourself?—A. That's what Durant said it was for.

"Q. He didn't pay your expenses, did he?—A. No, sir; I paid my own.

"Q. He didn't pay your children's expenses? A. No, sir.

"Q. Or their children's expenses?—A. No, sir.

"Q. You paid that in addition to the money you paid Durant?—A. That's where that \$50 went. I paid all the expenses of myself and my children and their children in addition to what I paid Nelson Durant.

"Q. What witnesses was he supposed to pay out of that \$40.50?—A. He was supposed to pay Berryhill and James.

* * * * *

"Q. You go in there and tell those people you borrowed this money from the bank and that you borrowed it because you believed they had the power to enroll you and get you an allotment, and that you have found out they haven't got that power and you want your money back. I would't go to Durant. I would go to the head of the office and tell them what is going on. You go to Mr. Lindley and tell him I sent you to him and told you I believed if you would go to him he would give you your money back that you have given them to get on these rolls. Do that and then come back and let me know what they say. (Witness leaves the room to go to the office of Mr. Ballinger, and returns with Mr. Lindley and says that he is the man she referred to in her testimony as Mr. Ballinger.)" (Mr. Lindley states that he will take this matter up with Nelson Durant.)

The testimony of the above claimant shows that she was taken from the Creek Nation when she was an infant, which was before the Civil War, and that she did not return to said nation until after the rolls of the Five Civilized Tribes were closed.

I quote from the statement made before me by Liddie Stevens, née Alexander, a negro woman of Tulsa, Okla., on November 20, 1915, she being an applicant for enrollment through Mr. Ballinger as a citizen by blood of the Creek Nation, as follows:

"I gained the impression somehow that Mr. Rodkey was in the Government service.

* * * Mr. Lindley merely told me in Muskogee that he was representing Mr. Rodkey, but told me that I would have to have a lawyer to make out my papers for me, and he referred me to Nelson Durant, a colored man, who came into Mr. Lindley's office. Mr. Lindley advised me that this man Durant was a lawyer and would make up my paper for me. I consulted Durant there in Mr. Lindly's office, but Mr. Lindly made out all the papers and asked me all the necessary questions. Durant didn't question me at all and did not make out any papers in connection with my case, to my knowledge. Durant told me that he charged me \$3 for representing me in the matter and I paid him \$3 in cash there in Mr. Lindly's office at Muskogee during the time I was there. I paid Mr. Lindly \$1.50, but I do not know what that was for. I paid a notary public, named Golden, \$1.50, which I understood was for notary fees. My witness at Muskogee was Tohe Berryhill, whom I found in Mr. Lindly's office. I paid him 50 cents for making an affidavit for me."

I quote now from the testimony of Tennessee Ricketts, a negro resident of Tulsa, Okla., given before Choctaw National Attorney Hurley on November 27, 1915. She is an applicant for enrollment, through Mr. Ballinger, as a Choctaw citizen by blood.

"Q. How much did you pay the man who took this petition? Who prepared this petition?—A. He charged me for writing \$3 or \$3.50.

"Q. Where did you make this petition?—A. Okemah.

"Q. What was the man's name?—A. Perry Rodkey.

"Q. Did he tell you who he represented? Who Perry Rodkey represented?—A. He told me he was working for the Indian Affairs.

"Q. For the Government?—A. Yes, sir.

"Q. Did he say he represented the Secretary of the Interior?—A. I don't know. He told me he wasn't to charge nothing for it. Somebody at Washington had him doing this way.

"Q. Did you understand that the Government was paying him?—A. I don't know. He told me he wasn't to charge me nothing for it, only for the typewriting. I don't know whether he told me the Government or not. He told me he was working for Indian Affairs.

"Q. For the Commissioner of Indian Affairs?—A. I guess so. He told me Indian Affairs.

"Q. You paid him \$3?—A. For the typewriting.

"Q. Who did you give the \$3 to?—A. I don't know what his name was. I gave it to the typewriter, \$3.

"Q. Who was present when he told you he was working for the Commissioner of Indian Affairs?—A. His typewriter was there.

"Q. Was the typewriter a man or a woman?—A. Man.

"Q. Was your daughter there? A. All my children was there. All but one, in Texas.

"Q. Where did you first hear about Perry Rodkey?—A. Did you understand that he was enrolling people?—A. When I first heard of it. She heard of it somewhere. She heard about it somewhere, and I wrote. He told me he wasn't enrolling. He said he was sending up petitions. When we went down there he said he wasn't enrolling, just sending up a petition to ask for the names to be put on."

Amy Barnes, a negro woman, of Henryetta, Okla., testified before me on December 1, 1915, in part as follows:

"Sometime during the fall of 1914 my son-in-law, Floyd Grayson, who had just returned from the town of Henryetta, advised me that he had learned that day that there was an Indian agent in Henryetta enrolling persons who had been left off the rolls by the Dawes Commission. I went into town the next day and went around to see these persons who were said to be enrolling people. I found the place crowded with colored people and Indian folks. I talked with the heavy-set gray-haired man who seemed to be in charge of the business, but I can not recall his name. This stout gray-haired man whom I talked with the first day told me that they had been sent out by the Indian agent in Muskogee for the purpose of enrolling those who had been left off of the rolls by the Dawes Commission. I am satisfied that he told me this. It seemed to be the understanding of every one with whom I talked that these persons were in the Government service."

I quote from the testimony of Floyd Grayson, the son-in-law of the above-named woman, as follows:

"I accompanied my mother-in-law the next day to town and went around with her to see the persons said to be enrolling people. There was a big crowd in the offices waiting to see them, Indians and colored folks. I went in with my mother-in-law and my sister-in-law, Missouri Sanders, went along also. We talked with a heavy-set, gray-haired white man. I think that he had a little gray mustache. (This answers the description of Mr. Mat M. Lindly. W. L. B.) I do not know whether the man's name was Lindly. I swear positively that he told my mother-in-law in my presence that the Indian agent at Muskogee had he and the others that were with him out enrolling the persons that had been left off by the Dawes Commission."

Charlie Gould, a white man who resides near Depew, Okla., was employed by Ballinger, Lidly & Rodkey as a field worker, and I quote below from testimony taken by William H. Reynolds, field clerk of Atoka, Okla., in November, 1915, concerning the representations made by this man, which shows that this man endeavored to obtain money upon the representation that he was working under persons who were employed by the Government.

"Q. Your name is D. S. Newton?—A. Yes.

"Q. Your residence is at Ada, Okla.?—A. Yes, sir.

"Q. Did you know Charlie Gould?—A. No; I never met him before.

"Q. He introduced himself when he called on you, did he?—A. Yes.

"Q. For what purpose did he come to visit you?—A. Well, he come and ask me if I was eligible for enrollment, and if so if I would like to get on the roll, and I said I was and would like to be placed on the roll.

"Q. Did he make overtures to you that he could enroll you?—A. No; he did not say, but he said that there was a man in Muskogee that was placing the names on the roll.

"Q. Did he make any effort to get any money from you?—A. No.

"Q. Did he say to you that the other party would charge you anything?—A. Yes; that the other party would charge me \$50.

"Q. Did he tell you who this party was that was in Muskogee?—A. He did.

"Q. After telling you who this party was did you call this party up?—A. No; I wrote him, but never have heard from him.

"Q. Who was that party, Mr. Newton?—A. I don't remember his name.

"Q. Was it Mr. L. M. Lindley?—A. I believe that was his name.

"Q. You wrote Mr. Lindley, then?—A. Yes.

"Q. You have not heard from Mr. Lindley?—A. No.

"Q. Did Charlie Gould represent to you that he was a Government employee?—A. No; he said this fellow Lindley was an employee of the Government, and said Lindley was sent from Washington.

"Q. He led you to believe that in his conversation that Lindley was a Government employee and that he was working under Lindley?—A. Yes."

I quote now from the testimony of Jim McFarland, a resident of Ada, Okla.:

"Q. Do you know one Charlie Gould?—A. Yes.

"Q. How long have you known Charlie Gould?—A. I have known Charlie Gould for the last 15 years. I lived by him for about six years.

* * * * *

"Q. Do you remember meeting Charlie Gould in the last two or three weeks?—A. I met him within the last two or three weeks.

"Q. You had a conversation with Charlie Gould at that time, did you?—A. Yes; two or three different times while he was here.

"Q. Did he make any overtures to you to enroll your wife?—A. He did not get right out and tell me at the time, but from his talk it appeared to me that he would try to get her on the roll and said she can't get no land; but he said she could get the money, and this matter would have to be done between Friday and Monday.

"Q. Did he want to make any charges for the services?—A. He didn't say he would charge me anything, but he said to me that I would have to have \$50; he said it would be of no use of me going—her father could take her.

"Q. Did he represent himself to you that he was a Government employee?—A. Well, I don't think he put himself as a representative of the department, but he was working for some man in Muskogee.

"Q. Did he lead you to believe that the party he was working for was working for the Government?—A. Yes.

"Q. He talked with you several times about enrolling your wife?—A. Yes."

I quote now from the testimony of Lon Wormington, a resident of Ada, Okla.:

"Q. Who introduced you to Charlie Gould?—A. He introduced himself.

"Q. For what purpose did Charlie Gould form your acquaintance?—A. To get my wife enrolled, he said.

"Q. What overtures did he make to you in reference to getting your wife enrolled?—A. He said just pay \$50 and go to Muskogee, and that there is another party there would enroll. He said it was through this party that they would have to be put on the roll.

"Q. Did he give you that gentleman's name?—A. No.

"Q. What further conversation did he have with you as to the enrolling, after you have paid him \$50?—A. He didn't say only just said that he would enroll them, was all, and that they would draw the money something like \$2,000 or \$3,000.

"Q. Did you pay him \$50?—A. No, sir.

"Q. Did he say to you he was in the employ of the Government?—A. He said this other party was.

"Q. The other man was in the employ of the department?—A. Yes.

"Q. Did he give you the other party's name?—A. No, sir.

"Q. Did he say as to what branch of the Government the other party was working under?—A. No; he did not; he just said he did not know.

"Q. Did he tell you that this other party was in the Metropolitan Building at Muskogee?—A. I don't believe he said what building he was in; I know he didn't.

"Q. I'll ask you if by the conversation you had with Charlie Gould that you were led to believe that he was in the employ of the department?—A. Yes."

I quote now from the testimony of M. B. Lewis, a resident of Ada, Okla.:

"Q. Do you know one Charlie Gould?—A. I would know him, I think, if I see him again.

"Q. Who approached you in reference to enrolling you on Chickasaw roll?—A. Yes, for \$50.

"Q. When did he tell you that the roll would be opened or closed?—A. Well, he did not say anything about opening roll, but he said that the rolls will be closed on Saturday, but he would hold them until Monday.

* * * * *

"Q. Did he represent himself to be an employee of the United States Government?—A. I won't say, but he represented himself that he was a partner of this man in Muskogee, who sent him out to get the people enrolled.

"Q. Did he lead you to believe that in his conversation that he was a Government employee?—A. Yes; he said that he was sent down there by the Government to get the people on the roll."

Manna Bruner, a negro resident of Rentiesville, Okla., heretofore referred to, was at first one of Ballinger, Lindly & Rodkey's principal field workers, but later, after some of his operations were investigated by Field Clerk H. M. Tidwell, of this office, he seems to have dropped out of this line of work. He is of a criminal type, and the chief of police of Muskogee stated to me, a few days ago, that Bruner had been in

jail a number of times, if not in the penitentiary, and that he belonged to the criminal class. I quote from a letter dated December 16, 1914, from Charles V. Pyle, land appraiser of this office, as follows:

"Mr. Mattison says Manny Bruner is a 'plausible nigger,' has an impressive way, and is very convincing in his statements to colored folks, and with his positive guaranty that he will have them enrolled and secure an allotment or the money equivalent, has got a great deal of money. Informant gave me the names of several persons, one white man, who he knew had been defrauded. * * * The witnesses are scattered. * * * It is said that Bruner is well known in Muskogee and Eufaula, as he has done terms in both county jails. Mrs. H. O. Frederick, Rentiesville, Okla., also the wife of the station agent, both colored, and John Smith, white, Checotah, are among the victimized."

I quote now from an affidavit of Will Smith, of McIntosh County, and made before J. A. Hurt, a notary public, on January 27, 1915:

"I hereby state on oath that during the early fall of 1914 one Manny Bruner came to me and offered to place my wife, Mattie Smith, and my children, Susie, Columbus, and Joiney Smith, upon the Cherokee roll of Indians for the sum of \$10. He also stated that he would place me on the same roll, but I told him I was a white man. He stated positively that he would and could place my wife and children on the above-referred-to roll and that they would receive money in lieu of land. I paid him \$5 and afterwards paid Pleas Guest \$1 for him, making a total of \$6. I have never heard from him since that time."

Several months ago complaint was made to the Indian Office direct concerning the organization of a society among the colored citizens in the vicinity of Vinita, Okla., it being alleged that William H. Vann and Nelson Grubbs were the organizers. The complaint was referred by our department to the Attorney General's office and reached the United States attorney for the eastern district of Oklahoma, who in turn referred the complaint to our office for further investigation. It will be noted that Vann and Grubbs are both referred to heretofore herein as field workers of Ballinger, Lindley, and Rodkey. Testimony shows that these men organized a so-called Cherokee Freedmen's Association and collected initiation fees and monthly dues, incidentally getting what additional money they could from the members to prosecute applications for enrollment for them. I quote below from sworn statements of a few of the victims given before Field Clerk McCay, of Vinita, Okla., in October, 1915. Calvin Ross, a citizen of Vinita, Okla., testified, in part, as follows:

"Q. Have you ever heard of an organization known as a Cherokee Freedman Association?—A. Yes.

"Q. Do you know Nelson Grubbs?—A. Yes.

"Q. Do you know Willie Vann?—A. Yes; I know him when I see him, but I am not acquainted with him.

"Q. Nelson Grubbs and Willie Vann were organizers of this association, were they not?—A. I do not know whether they were or not—I think that was their business.

"Q. Did you pay any money to anyone?—A. Yes.

"Q. Whom did you pay it to?—A. Paid it to Willie Vann.

"Q. How much did you pay him?—A. I paid him \$1, Willie Vann, and my two daughters paid him 75 cents each.

"Q. What is your daughters' names?—A. Ottie Ross, the other name Minnie Ross.

"Q. Nelson Grubbs and Willie Vann told you, did they not, that if you paid them this money they would get you on the freedman roll and would get you some land?—A. They did; land or money.

"Q. Did these two men say to you that they were in the services of the United States Government?—A. They told me that they had been authorized by two lawyers to get those names and send them in.

"Q. Did they tell you the lawyers were working for the Government?—A. Yes.

"Q. Now, were those lawyers' names Ballinger, Rodkey, and Lindly?—A. Yes.

"Q. You paid this money into the hands of William Vann?—A. Yes.

"Q. The reason you paid this money to William Vann was because they represented to you they were Government men, and that they were working with the above firm of attorneys, who were also Government men, and in consideration of your paying them this money they would get you on the rolls and get land or money for you, is that the way it was?—A. Yes, sir."

I quote now from the testimony of Willie Pack, of Vinita, Okla., given before Mr. McCay:

"Q. Do you know Nelson Grubbs?—A. Yes, sir; I do.

"Q. Have you ever heard of an organization known as a Cherokee Freedman's Association?—A. Yes.

"Q. Nelson Grubbs and William Vann were organizers of this association, were they not?—A. Yes, sir.

"Q. Did that association meet at Island Church?—A. Yes, sir.

"Q. Did these people represent to you that if you would pay them for their work they would get you on the rolls and get you some land?—A. Yes, sir.

"Q. Did you pay them any money?—A. Yes, sir; I did.

"Q. How much money, in your opinion, did you pay them?—A. Me and my mother together paid them about \$300 or \$400.

"Q. Whom did you pay this money to?—A. To Nelson Grubbs and this other man, William Vann.

"Q. Did Nelson Grubbs and William Vann tell you that they were connected with the Government of the United States?—A. Yes, sir; they did.

"Q. What did they say about this?—A. He said if we paid them money and signed up papers that they would get us on the rolls and get our land.

"Q. Did these men tell you that they were hired by the Government?—A. Yes, sir.

"Q. Did you ever hear of a firm of attorneys by the firm name of Ballinger, Lindly & Rodkey?—A. Yes, sir; they were the ones who were going to put us on the rolls.

"Q. Did Nelson Grubbs and William Vann say that the above firm of lawyers were also Government men?—A. Yes. They said they were Government men.

"Q. You paid this money into the hands of Nelson Grubbs?—A. Yes, sir; I sure did.

"Q. And the reason that you paid this money to William Vann and Nelson Grubbs was because they represented to you that they were Government men and that they were working with the above firm of attorneys who were also Government men, and in consideration of you paying them this money that they would get you on the rolls and get land for you, is that the way it was?—A. Yes, sir.

"Q. Do you know of any one else who heard these men tell you they were in the Government service?—A. Yes, sir; but I can't call their names now."

I have read letters written by both Mr. Lindly and Mr. Ballinger in which they referred to the work of this Cherokee Freedmen Association, showing that they are interested in that organization. I have been unable to investigate further the workings of this association.

William H. Vann, however, has operated apparently most of the time independent of any connection with this association. I now quote from a letter, the original of which is in my hands, which was addressed by William H. Vann, and is in his own handwriting, to W. W. Grayson, of Laredo, Tex., under date of August 31, 1915:

*"I am worked with the U. S. department in the enrolling of those citizen children that did not get any lands so you see I am next to all kinds of business now if you don't want this money you must say so in your letter to me then I will report the facts to the Department then they can do the next thing. * * * I will also put Charlie on the roll and he will draw \$2,080.00 in money, as he didn't get any land. Write me to 507 E. Hobson, Sapulpa, Oklahoma."* (The underscoring is my own. W. L. B.)

I quote now from the testimony of W. M. Ingram, a white man, a resident of Sapulpa, Okla., given before Field Clerk C. A. Stevens on November 27, 1915:

"Q. You claim that parties have approached you relative to getting you enrolled in the Cherokee Nation?—A. Yes a party by the name of Vann who is described as follows: 'A mixed breed, has one foot crooked, five feet seven, weighs about 250, wears a black mustache, is dark colored. He told me to come to Muskogee and he would have the witnesses down there. He told me that I had a deadshot case. That I should raise \$40 and bring it to Muskogee. I did not go to Muskogee for the reason that I talked to several parties and they advised that he was a fraud.

"Q. Do you know of any other parties who claim to be representing the United States Government enrolling parties in either the Creek or Cherokee Nations?—A. No one but this fellow at Bristow by the name of Guel (Gould). I don't know whether he ever received any money to place parties on the roll. He didn't exactly tell me he was an agent of the United States Government, but from the way he talked he led me to believe that he was working for the United States Government."

Mattie E. Farrar, a young colored woman, a resident of Muskogee, Okla., appeared in my office on December 10, 1915, and alleged that her father, Austin Farrar, of Okmulgee, Okla., had paid William Vann \$50 upon an application for enrollment made by him as a Freedman. She states further that Vann wanted \$50 more and that her father had promised to pay him the additional \$50. It appears from this woman's statements

to me that her father has neither legal nor equitable title to enrollment as a Freedman.

I am satisfied that powers of attorney were obtained by Ballinger and Lindly from all the persons whose applications they prepared, to Mr. Ballinger. However, as none of the applicants whom I questioned seemed to recall that they had signed such a paper, I am inclined to believe that they signed such powers of attorney without knowing what they were signing, practically all of them being illiterate persons. I attach hereto a copy of a power of attorney, the original of which I have in my files. (See Exhibit L.)

Considering the testimony I have quoted herein in connection with section 17 of the appropriation act approved August 1, 1914, which is set out below, it appears to me that this law has been openly and wantonly violated by the persons working for Mr. Ballinger in Oklahoma:

"SEC. 17. Unless the consent of the United States shall have previously been given, all contracts made with any person, or persons, now or hereafter applicants for enrollment as citizens in the Five Civilized Tribes for compensation for services in relation thereto, are hereby declared to be void and of no effect, and the collection or receipt of any moneys from any such applicants for citizenship shall constitute an offense against the laws of the United States, punishable by a fine of not exceeding \$500 or imprisonment for not exceeding six months, or both * * *." (See act of Congress, approved Aug. 1, 1914.)

It is probable that further investigation of the operations of these persons in Oklahoma would result in the gathering of a vast amount of cumulative evidence covering the points touched on in the excerpts of testimony set out in this report.

If it were not a fact that these men have worked among ignorant, unintelligent persons whose testimony in a court of record would be weak, little trouble would be experienced in securing numberless indictments against a dozen or more of Mr. Ballinger's assistants and field workers in the State of Oklahoma for conspiring to defraud, impersonation of Government officers, and for violation of section 17 of the act of August 1, 1914, referred to above.

Several months ago our department referred complaints against William H. Vann and Nelson Grubbs to the Department of Justice with a view of bringing criminal action against these persons if they were found to have violated any law. The United States district attorney subsequently requested this office to make further investigation of their operations, and the matter was referred to me with verbal instructions to cooperate with the United States attorney's office. I am presenting to him at this time the evidence referred to herein showing that these individuals have impersonated Government officers for the purpose of defrauding the persons to whom such false representation was made, and further that they have violated section 17 of the appropriation act approved August 1, 1914. Incidentally, I believe that it would be advisable to take up with the United States attorney's office the question of the sufficiency of the evidence herein referred to upon which to base criminal action under the United States statute against Nelson Durant and Manna Bruner. The Federal grand jury meets in Muskogee in January next, and if the United States attorney's office deems criminal action warranted by the facts the evidence can be presented to the grand jury at that time.

Under the United States statute covering the offense the false personation of a Government officer must be coupled with the intent to defraud the Government of the United States or some individual. Although the evidence referred to herein tends to show that both Perry Rodkey and Mat M. Lindly have represented themselves as Government officers, yet it is evident that they have studiously avoided the acceptance of any money directly from the applicants.

As most of the evidence referred to herein was gathered by me during the time I was working under the direction of Hon. P. J. Hurley, Choctaw national attorney, I suggest that he be furnished a copy of this report for his information.

I recommend the reference of this report to the honorable Commissioner of Indian Affairs for his advice in the premises.

Sincerely, yours,

WM. L. BOWIE,
(Detailed) Special Investigator.

WEBSTER BALLINGER, ATTORNEY AT LAW,
ROOMS 245-6-7 METROPOLITAN BUILDING
Okemah, Okla., March 22, 1915.

Mrs. LIDDI STEVENS,
Tulsa, Okla.

DEAR MADAM: I have not heard from you for a long time. We are ready now for you to make your application for enrollment. We have been writing up applications at our office at Muskogee all winter. Let me know at once where you are, and if you are ready to make your application. I am at home at Okemah now, and will be here for a couple of weeks. Write me at this place. Hoping to hear from you soon, I am,

Yours truly,

PERRY RODKEY.

(Exhibit A.)

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
LOCAL FIELD REPRESENTATIVE, FIVE CIVILIZED TRIBES,
Okemah, Okla., August 19, 1915.

Mr. WM. L. BOWIE,
Special Investigator,
Muskogee, Okla.

DEAR SIR: In answer to your of the 6th relative to the operations of Perry Rodkey and M. M. Lindley will say that I am not well acquainted with Mr. Lindley, as I only met him some time ago when he was over here assisting Mr. Rodkey in the enrollment of missed allottee or getting powers of attorney signed to have them enrolled; then they were working in the office adjoining mine. Mr. Rodkey is here now and still in the same business; he informed me yesterday when I met him on the street here that he had instructions to work Creek County, as there were about 400 allottee that were missed and entitled to enrollment, and that he expected to work at it next, and would have some of them brought over to Welty, near the county line, and go up there certain days and meet them in a bunch and get it fixed up. I have never heard Mr. Rodkey represent that they were connected with or were Government officers or employees, but said they were being assisted greatly by Mr. Allen's office, the national attorney, as they were close together at Muskogee, and when the parties came over there part of them were taken care of in his office, and they were also being assisted by the office of the Five Civilized Tribes, and the department knew and approved of what they were doing. I have never heard of them asking a fee or taking any money for their work, the only cost to the citizens being 25 cents for notary fee for taking the acknowledgment for signing the powers of attorney. As to Nelson Durant, I am not acquainted with and do not know at all. Mr. Rodkey has nothing here only his home, and that is heavily encumbered, and in fact until he went to work for Webster Ballinger he was in a very bad way financially, but I understand he is getting his expenses paid while doing this work, and will get a good bonus when Ballinger gets his commission. I do not know of Rodkey being a grafter, as he has nothing, and never had much, although he has been here ever since this town started, and never was able to accumulate much. I have heard that he has been used as a tool for some of the grafters some long time ago. Mr. Rodkey is living here, and is in town at present. He has no office here, but is working some time in the office of Charles E. Guthrie and Z. J. Thompson, of Okemah.

Respectfully,

(Signed) HARRY B. SEDDICUM,
Government Farmer.

(Exhibit B.)

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
LOCAL FIELD REPRESENTATIVE, FIVE CIVILIZED TRIBES,
Hugo, Okla., August 7, 1915.

Mr. Wm. L. BOWIE,
Special Investigator, Muskogee, Okla.

MY DEAR MR. BOWIE: Receipt is acknowledged of your letter of August 6, 1915, relative to one Mat. M. Lindley, formerly of McAlester and now of Muskogee, Okla. In reply, beg to advise that I have been acquainted with Mr. Lindley for about 12 years, and I knew his relatives, who are a rather prominent family in Illinois, before I came to this country.

For some five or six years before statehood Mr. Lindley was an office deputy in the office of the United States marshal for the central district of Indian Territory. Since statehood he has been practicing "at" law in McAlester until recently. His law business was very meager, and I believe the bulk of his clients were Indians. I never knew of his doing anything particularly "raw," or if I ever heard of anything I do not at this time recall it.

He has not been entirely sober or out from under the influence of liquor for several years, at least that is my impression, because I don't think I ever got near him that the smell of liquor was not around him.

I think he has been associated with Webster Ballinger for several years, and, if I remember correctly, he appeared before Judge Pollack, of the department, when he was in Oklahoma looking up allottees who had been left off the rolls.

T. B. Latham, W. R. Harris, W. P. Freeman, or George Miller, all former United States officials in the central district, and all of McAlester, could perhaps give you more definite information. They are all reliable and prominent men.

With best wishes, I remain,

Sincerely, yours,

(Signed) S. G. BRINK,
Supervising Field Clerk.

(Exhibit C.)

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
LOCAL FIELD REPRESENTATIVE, FIVE CIVILIZED TRIBES,
McAlester, Okla., August 14, 1915.

Mr. Wm. L. BOWIE,
Special Investigator, Muskogee, Okla.

MY DEAR MR. BOWIE: Receipt is acknowledged of your letter of the 6th instant, requesting certain information relative to the history of Mat M. Lindley; also photographs, thumb prints, descriptions, etc., of Nelson Durant, William M. James, and William Thompson.

In reply thereto beg to state that I have interviewed three business men of this city relative to the standing of Mat M. Lindley, and in each their reply was practically the same: "That his standing in the city of McAlester is very low." I am not personally acquainted with Mr. Lindley, but from what I have been able to learn about him he is a man that is addicted to the excessive use of intoxicants, and will sometimes stoop pretty low for a few dollars, and has been engaged to some extent in "grafting" among the Indians.

There is also inclosed photographs of Nelson Durant and William M. James; also thumb prints of the latter, together with description of Willie Thompson, who, I presume, is the same as the William Thompson described in your letter.

Trusting this is the information sought, and regretting the delay in obtaining same, as the photographs had to be taken, and William James is a trusty out on the farm, thereby difficult to see him, I am,

Respectfully,

(Signed) R. L. ALLEN, *Field Clerk.*

(EXHIBIT D.)



Nelson Durant, No. 803. Oklahoma State Penitentiary, McAlester, Okla. Age, 44; black.
Received March 9, 1909. Sentence, 3 years. Crime, false pretense. From Muskogee County.
Height, 5 feet $4\frac{1}{2}$ inches. Went out on expiration pardon, August 27, 1911.

(Exhibit E.)

INMATE PHOTOGRAPH

July 25, 1907

Name *Ben Grayson*
Alias

Color *Indian* Reg No *1739*

Age *37* Height *5 ft 11 1/2 in* Weight *150 lb*

Build *Slender* Complexion *Fair*

Hair *Light* Beard

Eyes *Light Blue*

Nose

Sentenced

From *Macaque, N. C.* for *2 1/2* years

Crime *Robbery & Possession of stolen property*

Date of release *July 25, 1907*

Marks, Scars, Etc

Scar on left side 4" x 1/2" when scratched

Wet. rec. scar 5/8" x 1/2" on left side

Mole 4" x 1/4" on left side, on the

lower part of left side, 3/4" above

the shoulder

1st rec. scar 1 1/2" x 1/2" on left side

on the head

Remarks *Received 7-25-07*

@ 215.

Ben Grayson, No. 1739.

(Exhibit F.)



William James, No. 6087. Oklahoma State Penitentiary, McAlester, Okla. Age 64; black. Term, $1\frac{1}{2}$ years. From Muskogee County. Received Oklahoma State Penitentiary August 4, 1915. Crime, false personation. Height, 5 feet $7\frac{3}{8}$ inches.

(Exhibit G.)



William Thompson, No. 6069. Oklahoma State Penitentiary, McAlester, Okla. Sentenced July 23, 1915. Term, $3\frac{1}{2}$ years. County, Tulsa. Crime, forgery. Age, 50. Hair, black. Eyes, deep maroon. Complexion, dark brown. Weight, 151. Build, medium. Nativity, Oklahoma. Occupation, farmer. Remarks: Depressed-cut scar one-fourth inch to right outer corner right eye. Oblong-cut scar three-fourths inch above right eyebrow at center forehead.

(Exhibit H.)



Wiley McIntosh, jr., No. 6422, Oklahoma State Penitentiary, McAlester, Okla., Sentenced October, 1915. Term, 2 years. From Muskogee County. Crime, obtaining money under false pretense.

(Exhibit I.)



(Exhibit K.)

Alec Natl.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Muskogee, Okla., July 31, 1915.

In the matter of the enrollment of various persons as citizens of the Choctaw Nation. Alec Nail, being first duly sworn by William L. Bowie, deputy clerk of the United States Court for the Eastern District of Oklahoma, on oath testifies as follows:

Examination by William L. Bowie on behalf of the Superintendent of the Five Civilized Tribes:

Q. What is your name?—A. Alec Nail.

Q. Your age?—A. I am going on 73.

Q. Where do you live?—A. Here.

Q. Where were you born?—A. I was born 4 miles south of Doaksville, Tex.

Q. Are you on the rolls of any of the Indian tribes?—A. Yes, sir.

Q. Which tribe?—A. Choctaw.

Q. Freedman?—A. I am.

Q. What is your roll number?—A. I don't know, sir; I can't read.

Q. Well, how long did you live south of Doaksville?—A. Well, the old people claimed when we moved to Blue I was 11 years old.

Q. Where do you mean when you say you moved to Blue?—A. A creek.

Q. You were 11 years old when you moved to Blue?—A. Yes, sir.

Q. What is the name of the post office?—A. There was none where I lived.

Q. What is the nearest post office now?—A. Caddo.

Q. How far from Caddo did you live?—A. Old Caddo has become a railroad station—6 miles.

Q. How long did you live on Blue?—A. Until I became grown. I was 22 when they surrendered.

Q. Was you living on Blue then?—A. Yes, sir.

Q. How long did you stay on Blue after that?—A. I think I stayed with the old boss about one year, and I left and came to Boggy Depot, about 15 miles on this side.

Q. How long did you live at Boggy Depot?—A. Up until last November.

Q. Then you came to Muskogee?—A. Yes, sir; I came to Muskogee last November.

Q. And lived in Muskogee up until this date?—A. Yes, sir.

Q. What is your occupation?—A. I ain't able to do nothing now.

Q. What have you been doing since you have been in Muskogee?—A. I ain't done anything. I liked to died last summer and if it had not been for Mrs. Hester, Senator Owen's mother-in-law—

Q. Well, have you made any money at all since you reached Muskogee?—A. None to amount to anything.

Q. Have you made any?—A. Some time when I witness for people down here they give me a \$1, and sometimes \$1.50.

Q. What people do you refer to that paid you this money?—A. Those that claim, those that make application for enrollment for citizenship.

Q. Where is that office located?—A. In the Metropolitan Building.

Q. Do you know the number of the room?—A. No, sir; I would know it if I was looking at it. Rodkey, Lindly & Ballinger was printed on the door of the office.

Q. The Metropolitan Building is the building that the Indian Agency is in?—A. Yes, sir.

Q. Who first talked to you, Alec, about acting as a witness down in that office?—A. Well, I couldn't positively say now; I think the fellow that hunted me was Jackson Barrett. He claimed to be a nephew of old man William Johnson, Gov. Johnson, he was governor for a while.

Q. Well, what did Jackson say to you?—A. He asked me if I knew William Johnson and his children, and I said I did, and he said he was a son. I told him I knew Silas and Tommy; Tommy ran for governor—

Q. He asked you to act as a witness for him?—A. Yes, sir.

Q. Where did he see you?—A. Down in town, on the street somewhere.

Q. He brought you up to Ballinger's office?—A. Yes, sir.

Q. And you acted as a witness for him?—A. Yes, sir.

Q. You signed an affidavit?—A. Yes, sir, I witnessed for Jackson's family.

Q. Did you sign an affidavit down there for Jackson Barrett?—A. I guess so.

Q. Who did you make that affidavit before?—A. Golden.

Q. Where is Mr. Golden's office?—A. Down on the first floor of this building.

Q. The Metropolitan Building?—A. Yes, sir.

Q. What did you get for making this affidavit for Jackson Barrett?—A. Got a dollar.

Q. Who paid you the dollar?—A. Jackson.

Q. Were you promised any additional sum of money if this claim of Jackson's went through?—A. No, sir; he said he would never forget me.

Q. He said if he got on he would remember you, did he?—A. Yes, sir.

Q. You have acted as a witness for a number of people since that time, have you not?—A. Yes, sir.

Q. Do you remember the names of some of those persons for whom you signed affidavits?—A. No, sir; I don't believe I do, but if you have some of the cases I done witnesses, I would know—

Q. Do you know any of these persons that you signed affidavits for?—A. No, sir.

Q. Were you personally acquainted with them?—A. No, sir; I don't believe I was.

Q. You merely accepted their statement as true, what they told you concerning their parentage?—A. I didn't consider their statement, they would say they were kin to William Johnson—

Q. Did you believe what they told you, or not?—A. I have just thought about that.

Q. You had no other reason except their own statement to believe they were children of Choctaws?—A. No, sir.

Q. Do you know Mr. Ballinger?—A. I never seen him.

Q. Who occupies the office down there?—A. Nelson Durant and Judge Lindly, he typewrote whatever is down—

Q. Any other person?—A. Mr. Golden, he swears the people in.

Q. What did Mr. Lindly do exactly?—A. He typewrote, and would go in the room where the colored lawyer was.

Q. Would Durant write it down with a pencil?—A. I guess so.

Q. And would hand it over to Lindly and Lindly would write it out himself on the typewriter?—A. Yes, sir.

Q. Were these affidavits read over to these persons before they signed them?—A. Well the majority of the time they were, at least mine were.

Q. Your affidavits were read over to you?—A. I suppose they were, I can't read.

Q. They pretended to?—A. They had me thinking so.

Q. You say you never saw Mr. Ballinger?—A. No, sir.

Q. He has never been down here since you have been with them?—A. No, sir.

Q. Do you know who rents or pays for this office?—A. I reckon Mr. Lindly.

Q. What connection did Mr. Ballinger have with the office?—A. I don't know. The way I understand is that they claim that is Ballinger's work and that Rodkey and Lindly was working for him. I don't know whether that is true or not.

Q. Do you know whether Mr. Ballinger is connected with the Government service?—A. No, sir.

Q. You do not know?—A. No, sir.

Q. What is your understanding in regard to that matter?—A. Well, the way I understand it is that he is in Washington to present this evidence before Congress by power of attorney.

Q. You understand that he has power of attorney?—A. That is what they said.

Q. Do you know whether Mr. Lindly or Mr. Rodkey are in the Government service?—A. No, sir; I don't know; I am unable to say.

Q. Were you told by any person that they were in the Government service?—A. No, sir.

Q. Did you ever tell any person they were in the Government service?—A. I couldn't because I don't know; I didn't believe they were though. My reason for that is that it was not Government business. I had my children read the papers, and I couldn't see it from the papers.

Q. Did you hear any person say they were in the Government service?—A. No, sir, I don't think I have.

Q. Did not all of these applicants or claimants think they were in the Government Service?—A. I am not positive about that, but it is likely to believe that they were in the Government service for he would not take any pay for what he did, Mr. Lindly.

Q. You think he was in the Government service?—A. Yes, sir; I hear him say you could not pay him \$1,000, and if the Government did not have him someone did.

Q. You say, though, that you heard others say he was in the Government service?—A. Well, probably I have; I couldn't be certain about that.

Q. Did any of these applicants say anything to you that led you to believe they thought these men were connected with the Government service?—A. Well, I might have. The way they said—it was supposed he was a Government man by him telling the applicants he would not take pay. I thought so, for I don't see how in the world he could live and not take pay unless the Government was supporting him.

Q. These persons connected with the office in question did not pay you anything, did they?—A. No, sir; never gave me a nickel. What all I got I got from the people I witnesses for.

Q. Have you done any other work since you have been in Muskogee, since November?—A. No, sir.

Q. When did you first come up to this office and act as a witness?—A. I don't know whether the latter part of the winter or the first of the spring.

Q. Did you sign these affidavits by thumb mark?—A. Yes, sir; I had to because I can't read or write.

Q. You are requested to make your thumb print here on a piece of paper for the purpose of identifying your thumb mark.

(Witness makes thumb impression on blank sheet of paper, which is attached hereto.)

Q. Are you acquainted with Mary Ross?—A. No, sir.

Q. You do not know a Mary Ross?—A. No, sir.

I read you an affidavit purporting to have been made by you before Julius Golden, notary public, on March 9, 1915, filed by Mr. Webster Ballinger, with the petition for the enrollment of Mary Ross and her child as citizens by blood of the Choctaw Nation:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that he lives near Boggy Depot, Okla.

"That he knows the applicant, Mary Ross; her maiden name was Mary Fulson; she was the daughter of William Fulson, who was mostly considered a full-blood Choctaw, but may have had some white blood; that her mother was Fannie Fulson, and she was a mixed blood, about three-fourth Choctaw.

"Affiant further states that he knows where the applicant was born, and that it was in Old Atoka, near the toll bridge on Old Lady Flax's place; that she lived there until she was a good-sized girl, and then her mother took her to Oklahoma City.

"I lost track of her then for a good many years and was talking and inquiring about her last fall to Julius Fulson, at Atoka; he stated that her mother had died, and that she was just left to go it alone and that she was somewhere and he had also lost her.

"I have been staying in Muskogee for some time, and have met her and now know that she lives at Haskell, and she tells me that she has lived there for the last past two years.

"The other places she has lived she has told me about, and I know the places, but can't say how long she lived at any of them only what she tells me.

"I know nothing of her child only what she tells me.

"Affiant further states that he was personally acquainted with the Fulson family, to which the father of the applicant belonged, and that the said father of the applicant had about seven or eight brothers and that they were all enrolled Choctaws that lived to be enrolled; that the names of the ones that I know best and remember were Emmerson Fulson, Dr. Fulson, Julius Fulson; that were finally enrolled; William died a long time ago.

(Signed, by thumb mark.)

"ALEC NAIL."

Q. Did you make this affidavit?—A. No; not all of that. I know the woman that they are talking about that claimed William Fulson was her father; that is about all I know.

Q. You made this affidavit that?—A. She claimed that William Fulson was her father. I know him, and that is all I know, and what I told them; I don't know her.

Q. You did not know this woman who represented herself to be Mary Ross?—A. No sir.

Q. Had you ever seen her?—A. Not to my knowledge.

Q. You knew nothing about her parentage?—A. No, sir; only what she claimed I knew William Fulson.

Q. You say that she claimed to be the daughter of William Fulson?—A. Yes, sir.

Q. What William Fulson; where did he live?—A. I don't know where he lived up to his death. I don't know only where Julius is living.

Q. Did William have any brothers?—A. Yes, sir.

Q. Name them?—A. Rufus.

Q. Where did he live when you knew him?—A. They lived down on Blue.

Q. What direction from Durant?—A. East.

Q. How far from Caddo?—A. Well, I don't know, sir; I don't know exactly how far.

Q. Was William Fulson married?—A. I don't know that.

Q. How old a man was he?—A. If he had lived he would have been as old as I am I reckon.

Q. When did you know him?—A. In my boyhood days.

Q. How long has he been dead?—A. I don't know now; I don't know when he died, or where he died, or whether he is dead at all.

Q. Do you know whether he had any children?—A. I don't know.

Q. You do not know when he died?—A. No, sir; no, sir.

Q. You say that you do not know whether he was married or not?—A. No, sir; I am certain of one thing, and that is, if he was married at all it was not to Mary Ross's mother, for Mary Ross is colored.

Q. What is this woman's color?—A. Just a shade darker than I am.

Q. Just a shade darker than you are?—A. Yes, sir.

Q. You are what they call—?—A. Dark bay.

Q. What did you get for making this affidavit for Mary Ross?—A. I don't know whether \$1 or \$1.50.

Q. Was the affidavit read over to you?—A. Every one that my thumb is on was read over. They said they read them over, but from what you said there they did not read that.

Q. Would you have signed an affidavit testifying that you knew this family and that you knew her father and mother?—A. No, sir; because I don't know the family or the mother, but only the man she claimed was her father, but am not positive he was or not.

Q. Do you know a man by the name of Thos. F. Eubanks?—A. Yes, sir; know him since he has been coming up to this office.

Q. You never saw him before?—A. No, sir.

Q. Was there a white man by this name who came up to this office and made application?—A. Yes, sir.

Q. Do you know where he lives?—A. No, sir; somewhere in the Creek Nation.

Q. How old a man is he?—A. Looks like he is about 50 or 55 years old; not as old as I am.

Q. You say you never saw this man until he asked you to be a witness for him?—A. No, sir; would not know him this morning if I would meet him.

Q. Did you know his parents?—A. No, sir; I forgot now what he said; he claimed kin to some Indian family—

Q. Do you know Joe Eubanks?—A. Is he a Choctaw?

Q. Do you know Joe Eubanks?—A. No, sir; I don't reckon so.

Q. Did you ever know a William Eubanks?—A. Yes, sir; I think so.

Q. You think?—A. I am not positive.

Q. Do you know where he lived?—A. No, sir; they used to live close to Wheelock.

Q. Is Wheelock close to Fort Towson?—A. Yes, sir; in Towson County.

Q. How far from Fort Towson?—A. I don't know. I left there when I was 11 years old and I couldn't say.

Q. Do you know a Betsy Robbins?—A. I don't know but I know some Choctaw Robbins.

Q. Did you ever know a Betsy Robbins who married a Eubanks?—A. No, sir; I don't know that, because I didn't know who they married.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on March 26, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of Thomas F. Eubanks et al. for enrollment as citizens by blood of the Choctaw Nation:

"Alec Nail, being first duly sworn, on oath stated that he is 72 years of age, and that he lives at 1206 South Third Street, Muskogee, Okla.

"That he has recently met the applicant and that he is well and personally acquainted with the Choctaw Indians that he claims to have been his ancestors.

"That his said father, William Eubanks, was the son of old Joe Eubanks and that were always counted full blood; they lived like full bloods. They lived about 4 miles east of Fort Towson, where I lived until I was 12 years old. I further know that some of the same family moved up to near Old Scullyville, where the applicant says he was born.

"I knew Betsey Robins, the woman that he says is his mother, and have been told that she married a Eubanks; in fact it was generally known that she married a Eubanks; she lived in huts just like the other full bloods and was counted full blood.

"All the above persons referred to were Choctaw Indians and all lived in either the Choctaw or Chickasaw Nations.

"Affiant further states that he has heard read the affidavit of old Isaac Fulsom, with whom he was well and personally acquainted and if there had been any doubts about the parties being Indians, he would never have given them such an affidavit.

(Signed, by thumb mark.) "ALEC NAIL."

Q. What do you know about this affidavit; did you make it?—A. Yes, sir; as far as the Robbins family is concerned I did, but I don't know anything about the Eubank family.

Q. You just told me that you were not acquainted with Betsy Robins?—A. I am acquainted with the Robins family, but I am not certain that I am acquainted with Betsy Robins.

Q. This affidavit states that Betsy married a Eubanks; is that correct?—A. I don't know anything about her marriage.

Q. You state in this affidavit that William Eubanks was this applicant's father; that he was the son of old Joe Eubanks and you have just stated to me that you did not know this person?—A. Well, not to my mind, but if you would call over their names I could recall them. I never knew nothing of the Eubanks until they came here.

Q. Was this affidavit read over to you before you made your thumb print thereon?—A. Yes, sir; they read them over; I don't know what they were doing.

Q. Why did you make an affidavit that you knew the persons named in the affidavit when you state to me that you do not know them?—A. I don't know as I did. I am positive that I swore I knew the Robins.

Q. What was given you for making this affidavit?—A. I am not certain of the amount.

Q. Do you remember what was given you for making this particular affidavit?—A. No, sir; I don't; it was not much.

Q. Are you acquainted with Annie Abernathy or Annie Frazier?—A. I don't remember an Annie Frazier.

Q. Well Annie Abernathy or Annie Frazier?—A. No, sir; I am not acquainted with them.

Q. Did you ever know a woman by the name of Caroline Tyson or Caroline Frazier?—A. Yes, sir; I am acquainted with them; they were Chickasaws.

Q. They were Chickasaws?—A. Yes, sir; they are Chickasaws.

Q. Did you know Sam Tyson?—A. Yes, sir.

Q. Who was he; was he a Choctaw?—A. Chickasaw.

Q. Where did Sam Tyson live?—A. In the early days he lived at the mouth of the Washita.

Q. That is not close to Fort Towson?—A. No, sir; 100 miles away.

Q. You say that you know Caroline Tyson or Caroline Frazier?—A. Caroline Tyson I think they called her.

Q. Did Caroline Tyson have any brothers or sisters?—A. I don't remember whether she did or not.

Q. Did you ever know Susan Factory?—A. Factory, yes, sir.

Q. Who was Susan Factory?—A. Full blood Chickasaw family.

Q. Do you know who her mother was?—A. No, sir.

Q. Did she have any brothers or sisters?—A. Wilson Hawkins.

Q. William Hawkins you say?—A. Yes, sir.

Q. Did he go by the name of Frazier at any time?—A. No, sir; not that I know of.

Q. Did you ever know a Dudley Frazier?—A. Yes, sir.

Q. Was he related to Wilson Hawkins?—A. No, sir.

Q. Did you know Tom Frazier?—A. Yes, sir.

Q. Was he related to Caroline Tyson?—A. Not that I know of.

Q. Was Dudley Frazier related to Caroline Tyson?—A. I don't know, they claimed kin. Dudley and Tom are kin.

Q. Kin to each other?—A. Yes, sir.

Q. You do not know whether they were kin to Caroline Tyson?—A. No, sir; I don't know.

Q. Did you know a Jim Alberson?—A. Yes, sir; I knew him.

Q. Did you know Jim Alberson's wife?—A. The only Jim Alberson I know is a colored man.

Q. Colored man?—A. Yes, sir.

Q. Do you know a Joe Tyson?—A. Yes, sir.

Q. Did he have any brothers?—A. I think he did; the Jim Tyson I know though is a negro.

Q. Did he have a brother named Ed?—A. He might of had, I am not certain.

Q. How about Dudley; was it Dudley Tyson or Dudley Frazier that you knew?—A. I knew Dudley Frazier, they are part Indians, one-half bloods.

Q. What is the other half?—A. White; a white-looking Indian.

Q. Tom also?—A. Yes.

Q. You say you knew a George Frazier?—A. No, sir.

Q. You say you do not know a Wilson Frazier?—A. I think I do but I don't think I mentioned him in the affidavit.

Q. Was Joe a negro?—A. Yes, sir.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on May 6, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of Annie Abernathy as a citizen of the Choctaw Nation:

"Alec Nail, being first duly sworn, on oath states that he is 70 years of age and that he lives 1206 South Third Street, Muskogee, Okla.

"That he is well and personally acquainted with the applicant and that he has known her since she was a small girl.

"That he was also well and personally acquainted with both her father and mother. Her mother was Caroline Tyson, nee Frazier, who was a three-quarter Choctaw Indian by blood; that her father was Sam Tyson, who was a full-blood Chickasaw Indian who lived in the Choctaw Nation near Old Fort Towson.

"I don't know when he died; when I moved away from that part of the country he was still living; after that the applicant came to near Caddo and in that part of the nation, and neither her father and mother came with her; I was informed that they were both dead and had died at or on the old home near Fort Towson. It was called the old Sam Tyson place.

"That the said mother had quite a number of brothers and sisters, some of whom I am informed, were enrolled and some died before final enrollment. I knew Dudley, Tom, George, and Wilson Frazier; all of these were full-blood Choctaws; she also had some sisters, Susan was the oldest one; Joe Factory's wife, Jim Alberson's wife, were also sisters and full bloods.

"That her said father had brothers that I also knew; they were Joe and Ed Tyson; they both got allotments and they are called full-blood Chickasaws; he also had a sister Mary that was allotted.

"That he has known the applicant at the different places that she has lived near Bokchito, Caddo, and in that part of the country until she came to Muskogee, some three or four years ago.

"(Signed, by thumb mark) ALEC NAIL."

Q. Did you make this affidavit?—A. Not all that that is stated there.

Q. Did you sign a statement relating all these facts?—A. No, sir. They took the roll book out and pointed to a number and asked if you knew so and so, but they could get that without me.

Q. Did you swear that you knew all these facts of your own personal knowledge?—

A. No, sir. What did the call that woman—Annie Abernathy?

Q. Her name as it appears here is Annie Abernathy, nee Frazier.—A. She is just a yellow woman; she is not a Choctaw at all. She is just a nigger around Muskogee; that is all there is to it.

Q. You said just now that you were not acquainted with this woman until she was introduced to you?—A. Yes, sir; they took out the roll book and asked me if I knew a Frazier, and I said yes.

Q. You knew nothing about this woman's parentage or any of her relatives?—A. No, sir; she had negro blood in her, I didn't think she was related to them Fraziers, as they were Indians and this woman was negro.

Q. You say that Mr. Lindly wrote this affidavit?—A. He typewrote them and would give them to the colored lawyer.

Q. Was this colored lawyer in there all the time you made this affidavit?—A. Yes, sir.

Q. Were you required to raise your right hand and swear to this affidavit to which you attached your thumb mark?—A. Yes, sir.

Q. You don't remember what this woman gave you for making this affidavit for you?—A. No, sir; I don't exactly.

Q. Are you acquainted with Mary Reeves, nee Hampton?—A. There has been some Hamptons down to that office, some that claim to be Hamptons. I don't remember now whether there was any named Mary or what.

Q. Did you sign an affidavit as a witness for a woman named Hampton?—A. I think so.

Q. You had not seen or knew this woman previously to the time she came here?—A. Never seen her until that day.

Q. Was she a colored woman?—A. Yes, sir; she was a yellow woman.

Q. Do you remember who she claimed were her parents?—A. I think she claim that she was kin to the Hamptons down there, to the Choctaw Hamptons down there and she claimed to be related to them.

Q. Do you know what particular Hampton she claimed to be her father?—A. No, sir; I have forgotten now which one; several of those old men down there. You have it there.

Q. What do you mean by saying I have it here?—A. Who she claimed was her daddy; I can't remember what she claimed.

Q. You mean that you would take what they said about their parents and swear to what they told you?—A. No, sir; I would only swear what I knew about the Indians.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on May 14, 1915, filed by Mr. Webster Ballinger, with petition of

Mary Reeves, née Hampton, for the enrollment of herself and others as citizens of the Choctaw Nation.

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age, and that he lives at 1006 South Third Street, Muskogee, Okla.

"That he is well and personally acquainted with the grandfather of this applicant; his name was Isaac Hampton; that he had three brothers, Joe, Jim, and Nicklos, and all of them were the first emigrants from Mississippi to the Indian Territory, or among the first.

"That all four of them raised families and I was well acquainted with the older one; I never knew but one child that Isaac Hampton raised, although there might have been others that I don't now recall; the one that I do remember was Delia Hampton.

"Affiant further states that the said Delia Hampton had a little girl child; that they lived with her said father, Isaac Hampton.

"That one of his plantations, and the one that he lived on when I left that part of the country, was at the mouth of Kiamiche River.

"That all of the above-named Hamptons were full-blood Choctaw Indians.

"That all of the older ones of the Hamptons died before final enrollment, but left children that are on the roll. I know Julius and Ben Hampton that are enrolled and allotted; they are the children of the above-named Nicklos by his second wife, which was a white woman.

"His first wife was a full-blood and they raised a family; one of them I remember is Collin Hampton; he is about my age and lives near McAlester. The above-named Ben Hampton lives at Chickasha, and Julius lives at Caddo.

"There are many more that I know or have known that are allotted and all of them are the descendants of the same common ancestor of this applicant or his brothers.

"Affiant further states that he is not personally acquainted with the family of this applicant and only knows about them and that she has quite a family and that they are now all living at or near Vian, Okla.

"(Signed, by thumb mark) ALEC NAIL."

Q. Did you make this affidavit?—A. Yes, sir; I made it. I made part of it, but I didn't make all of it, because I couldn't of—I couldn't of.

Q. What part of this affidavit did you make that was of your personal knowledge?—A. I knew old man Wade, old man Nicles and Ben Hampton; they had the boll book and would ask me if I knew them and I said, yes, sir; I know them.

Q. They would take the roll and you told them that you were acquainted with them?—A. Yes, sir.

Q. Did you sign an affidavit for more than one family in the office of Webster Ballinger?—A. I don't remember, I think that was the only one. Sometimes they would come up and have 8 or 10 yearlings with them.

Q. You say that you didn't know about the parents of this woman here?—A. No, sir; I don't know that. That petition was to go down in the Nation and was to be identified by the Choctaw people. She had the papers and went down to be identified.

Q. Have you ever been down to Fort Towson or that neighborhood since you left?—A. No, sir; I was 11 years old when I left.

Q. Have not been over there since that time?—A. No, sir.

Q. You have been away from there about 62 years?—A. Yes, sir.

Q. Are you acquainted with Alice Cole?—A. No, sir; I don't recollect that I know her.

Q. Did you sign an affidavit in Mr. Ballinger's office for a woman named Alice Cole?—A. Alice Cole; I don't remember her; probably I have, but I don't know whether it was that name or not.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on April 14, 1915, filed by Mr. Webster Ballinger with a petition for the enrollment of Alice Cole as a citizen by blood of the Choctaw Nation:

"Alec Nail, being first duly sworn on oath states that he is 72 years of age, and that he lives at Muskogee, Okla.

"That he has only known the applicant a short time; but that he has always known the parties that she claims are her descendants; that the Bill Davis that she says is her father was always considered a full-blood Choctaw Indian and had some cattle, and he just looked after them and grazed them from one range to another from Coalgate to Red River and east of Shawneetown. He had two brothers, Jim and Joe Davis. They were all Snake Indians and Jim Davis was the secretary, and I paid my fees to him. I don't know if they or either of them are alive now or not.

"That her said mother, Lulu Davis, née Wilson, was the wife of the said Bill Davis and she was the sister of old John Wilson and he is living, about 6 months ago. There

is another, named George, who came from Mississippi; that is, I have heard my parents say that they came from Mississippi with him.

"All of the Wilsons of this family are full-blood Choctaw Indians.

(Signed by thumb mark) "ALEC NAIL."

Q. Did you make this affidavit?—A. I think so; part of it.

Q. What part did you make?—A. That Choctaw part about the Davis family. I remember the woman you gave in as a Choctaw about Alice Cole.

Q. You remember who Alice Cole was?—A. Yes, sir; after you read her name.

Q. Had you ever seen that woman before?—A. No, sir; a perfect stranger.

Q. You knew nothing about her ancestors?—A. Yes, sir; I know those Davises.

Q. You don't know that the Davis family was related to her, do you?—A. No, sir; she acknowledged that she came out of Texas and then stayed in the Nation. They kept her there a day and a half.

Q. They kept her there a day and a half?—A. Yes, sir. She was just a Texas negro. I told them I didn't think she had a drop of Choctaw blood in her. They would ask me if I knew those Indians and I would say yes, sir; I know them. They would say do you know George Davis or Jim Davis, and I would say yes, sir; I know them. If they had not had the roll book, they would not of had as many people.

Q. Do you remember what this woman paid you for making this affidavit.—A. She promised to give me \$2.50, but I only got a dollar.

Q. What did Durant get from this applicant?—A. That is the secret part of it.

Q. Did you ever see the applicants give him any money?—A. No, sir; you couldn't see them.

Q. Why?—A. Because they went in that cut-off so you couldn't see them—little room there.

Q. Who went in there with him?—A. Durant and the claimants.

Q. Were they alone?—A. Yes, sir.

Q. He seemed to do all of the talking?—A. Yes, sir.

Q. Who paid Mr. Golden, the notary public?—A. Those people who made the affidavits. That would be \$2, as they said the law required them to have two witnesses and would charge \$2.

Q. What was that for?—A. Notary fees they called it.

Q. Do you know a person named Jane Driver?—A. I don't remember.

Q. Did you sign an affidavit identifying such a person in Ballinger's office?—A. No, sir; I never identified a soul in that office; they have not a man in that office that I knew.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on May 11, 1915, filed by Mr. Webster Ballinger with a petition for the enrollment of Jane Driver as a citizen by blood of the Choctaw Nation:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that he lives at 1006 South Third Street, Muskogee, Okla.

"That he is well and personally acquainted with the applicant and that he knew her long time before she was married;

"That he knew her grandmother, Becky Turnbull, and she was a full-blood Choctaw Indian; she was the sister of Old Bob and Bill Turnbull, who were among the first Choctaws from Mississippi to the Indian Territory;

"That her mother was Harriett Turnbull, who married a man by the name of William Brown and was only half-blood Choctaw Indian;

"That when I first knew the applicant she was living in Towson County and that they moved from there to Kiamisch County and lived there a long time and then moved to Caddo and from there to the Creek Nation, about five years ago.

"I just know that she has two children; one named Jesse that was drowned since she came to the Creek Nation; the other is still living and must be about 20 years of age.

"I know the applicant to be the same person that I knew when she was quite small for the reason that she never could talk to amount to anything; when she was small she could not talk hardly at all and now does not talk intelligently; that is, as far as speech is concerned. She was always mentally all right but did not have the faculty of speech.

"I had a talk a long time ago with Henry Bynum and Willis Tobler, both full-blood Choctaws that were looking after the enrollment of the Choctaws, and they both told me that she had been looked after and that she was all right.

"They were then agents for the "Snake" faction, and said he had enrolled her there, and that was sufficient. He enrolled me the same way, but I afterward enrolled with the Dawes Commission.

"I was the town king and was appointed by Chitto Harjo at one of his councils at the Old Hickory Camp Ground, in the Creek Nation.

(Signed by thumb mark) "ALEC NAIL."

Q. Did you make this affidavit?—A. I know that when—I just don't know. I know that when—I don't understand it.

Q. Did you give Mr. Lindly the facts contained in this affidavit?—A. Well, I either gave him the facts or gave them to Durant.

Q. Did you make this statement to Lindly?—A. Not all of what he said in there, I didn't.

Q. Did you make this statement to Nelson Durant?—A. Part of that.

Q. What part did you make to Durant?—A. Well, I don't know. I have known this family a good while, but to know whether this applicant had Indian in her or not I don't know that. I asked her why she was not on the roll, and she said that Henry Bynum and Willis Tobler—

Q. That is all you know about it?—A. Yes, sir; I never seen her until I seen her down in that office.

Q. You say you never knew her before she came to that office?—A. Yes, sir; this woman was an insane woman; you couldn't understand a thing she said; that is a God's fact.

Q. Was Judge Lindly in the room when these applicants were examined?—A. Yes, sir; they were examined by him.

Q. All of them?—A. Yes, sir; the witnesses were examined by him.

Q. Who examined them first?—A. Well, it was written down by Nelson Durant in a little room.

Q. How many rooms have they?—A. Two outside of the little room.

Q. How large is the little room you speak of?—A. A very little room.

Q. Which room was Nelson Durant in?—A. Next to where the white ladies worked.

Q. Which office did he have, the one the applicants waited in?—A. He stayed in the room where the applicants first went.

Q. And Lindly was in the other room?—A. Yes, sir.

Q. And would they first be examined by Nelson Durant?—A. I don't know whether you would call it that.

Q. Would he ask them questions first?—A. Yes, sir; he was guided by the roll book, got their roll number and age from the roll book.

Q. And after he examined them would he take them in to Mr. Lindly?—A. Yes, sir; a great part of the time he would hold what he was reading.

Q. He read it off to Lindly?—A. Yes, sir; the applicants did not have much to say when they came in there. It was already written off.

Q. Mr. Lindly did not question these persons himself, then?—A. Not a great deal.

Q. Did you talk to Mr. Lindly about these applicants?—A. Yes, sir; he would ask me about the people they were talking about.

Q. Who wrote your affidavit?—A. Mr. Lindly.

Q. Did he question you as to what you knew about the applicants?—A. Yes, sir; about every one of them.

Q. Mr. Lindly did?—A. Yes, sir.

Q. I thought you said he took what Nelson Durant would tell him?—A. It is this way: Nelson Durant would write up what the applicants had to say and hand it to Mr. Lindly and then Mr. Lindly would question me about what I knew about the applicants and write it out on the typewriter.

Q. Would Nelson Durant question you first as to what you knew about the applicants?—A. Yes, sir; he would ask me if I knew those people. A woman or man would claim to be a Choctaw; take the Hunter family; do you know Tom Hunter and that he has a grandson; do you know that, and I would say, yes, sir.

Q. You know nothing about the ancestors of this woman who calls herself Jane Driver?—A. No, sir.

Q. Do not know whether she is a Choctaw by blood?—A. No, sir; I don't believe there is a bit in her.

Q. This woman who calls herself Jane Driver, was she a negro?—A. Looks just about like I do.

Q. Just about your color?—A. Yes, sir; about my color.

Q. In this affidavit which you made in support of the petition of Jane Driver for enrollment as a citizen of the Choctaw Nation, you are made to state that you knew this applicant when she was a small child; that you remember that she could not talk to amount to anything; that she was mentally all right but did not have the faculty of speech. Did you state this in Mr. Ballinger's office?—A. No sir; there was no need of it.

Q. Did you know this woman when she was a small child?—A. No, sir.

Q. You did not state, then, that you knew she could not talk when she was a small child?—A. I don't remember.

Q. Did you state that you had ever had a talk with Henry Bynum and Willis Tobler?—A. No, sir; that is what she said.

Q. Were you ever acquainted with Becky Turnbull?—A. I might have been, I know several Turnbull families, but I don't remember that now.

Q. Do not remember whether you were acquainted with Becky Turnbull?—A. No, sir; I don't remember.

Q. Did you know Bob and Bill Turnbull?—A. Yes, sir.

Q. Know them both?—A. Yes, sir; they were some of the first Indians that first came from Mississippi.

Q. Do you know whether they had a sister named Becky?—A. No, sir; heard them say they did but I don't know.

Q. Do you know whether Becky Turnbull was the grandmother of Jane Driver, this colored woman?—A. I don't believe she was.

Q. Do you remember Harriett Turnbull?—A. I think so—no, but in the statement she mentioned that name or they got it from the roll book.

Q. You do not remember her?—A. No, sir; I don't know much about the family.

Q. Do you know William Brown, a Choctaw?—A. I know a colored man down there.

Q. You do not know whether William Brown married Harriett Turnbull?—A. No, sir; I don't know.

Q. You never knew this woman in Towson County, this applicant, Jane Driver?—A. No, sir; I haven't been there since I was a little boy.

Q. Did you ever know this woman in Kiamichi County?—A. I knew a woman who claimed to be her mother in Kiamichi County.

Q. Who did this woman claim was her mother?—A. What family of Indians? I know the family of Indians she claims to be kin to.

Q. Did this woman ever live around Caddo to your knowledge?—A. Not to my knowledge.

Q. Do you recall a woman who claimed to be a descendant of the Wright family of Choctaws?—A. I recall a woman that claimed to be a daughter of old Leonard Wright.

Q. Had you ever seen this woman before you met her in Mr. Ballinger's office?—A. Never did.

Q. Who was Leonard Wright?—A. Well, he was a Choctaw; I was not acquainted with him like I was with Alford and the old governor.

Q. How do you know he was a brother of the old governor?—A. He was said to be.

Q. Was he a brother of old Gov. Wright?—A. Yes, sir; Allen Wright's father, at McAlester.

Q. Were they full bloods?—A. Yes, sir; old Gov. Wright was a full blood.

Q. What would you say if you were told that Allen Wright did not have a brother?—A. Well, I would just have to take it, because I don't know; he was said to be Alfred Wright's brother, but I am not certain about it.

Q. I am talking about Allen Wright, who was at one time governor of the Choctaw Nation?—A. Yes, sir; I understand.

Q. Were you personally acquainted with this Leonard Wright?—A. No, sir; I don't know him.

Q. Would you know him if you would see him?—A. No, sir; Allen Wright and the old governor I know.

Q. How many brothers did Allen Wright have?—A. I don't know that.

Q. Did you know any of them?—A. Alford was his brother; they say he is.

Q. Do you know Alford?—A. Yes, sir.

Q. He was a brother of Gov. Wright?—A. Yes, sir.

Q. Where did Alford live?—A. About 12 miles below Caddo.

Q. Was he a full brother?—A. I don't know about that.

Q. You did not know him or any of them?—A. No, sir; if an Indian is a cousin, they claim them to be brothers.

Q. Was this woman who claimed to be a daughter of Leonard Wright a negro?—A. Yes, sir; she was yellow.

Q. She was yellow?—A. Yes, sir; I told them to send that [indicating papers in this case filed by Ballinger] to McAlester, but they wouldn't do it. Three Texas witnesses were there to that.

Q. You say they had three Texas negroes to witness there?—A. They had two; I will say that. Bill McCombs brought them up here.

Q. Bill McCombs brought them here?—A. Yes, sir.

Q. Did you make an affidavit for this woman?—A. Only for the Wright family. I never saw the woman until that day.

Q. Did you know Jack Wright?—A. Yes, sir; I don't think he was kin to the other Wrights.

Q. What direction did Jack Wright live from Atoka?—A. Southwest, I think.

Q. How far?—A. I think about 7 or 8 miles.

Q. Was he an Indian, a white man, or a darkey?—A. He was a full blood.

Q. Did he have any sisters?—A. I don't know.

Q. Did he have a sister who married a Wimley?—A. I never heard that name before that I know of.

Q. Could you be mistaken about Jack Wright and Alford Wright being brothers?—A. Sure, I don't remember ever saying that.

Q. You could be mistaken about them being brothers of former Gov. Allen Wright?—A. Yes, sir; I don't know.

Q. Do you remember a woman by the name of Elmyra Wimley?—A. I don't believe I do.

The affidavit purporting to have been signed by you before Julius Golden, a notary public, on June 24, 1915, filed by Mr. Webster Ballinger with the petition of Bertha Tobler for the enrolment of herself and family as citizens by blood of the Choctaw Nation, is as follows:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age, and that he lives at 1006 South Third Street, Muskogee, Okla.

"That he knows the applicant, and that he was well and personally acquainted with the Wrights, who were always said to be and recognized as full-blood Choctaw Indians, and who she claims as her ancestors.

"That the names of the older ones of the boys were Leonard, Alfred, and Jack Wright. I don't know how many sisters there were, but one of them married a Wimley, whom the applicant claims as her mother.

"The above-named Wrights were all brothers and were related in some way with Allen Wright, who was at one time the governor of the Choctaw Nation.

"All of the Wrights above named and many others all lived south from Atoka and down on the mouth of Blue River, and they were all recognized Choctaw Indians.

"Affiant further states that the said mother of the applicant, Elmyra Wimley, lived prior to her death at what is now Tushka, Okla. That the same place used to be called Peck. I don't know just how many children the said Elmyra Wimley had, but I do know that there was a bunch of them—seven or eight anyway. Some of them died, and they have scattered, and some of them now live in Muskogee.

"This family were all considered and recognized as Choctaws, and lived and worked around the neighborhood.

"(Signed by thumb mark) ALEC NAIL."

Q. Did you make an affidavit for Jackson Barrett for use in his application for enrollment?—A. Yes, sir.

Q. Did you know Jackson Barrett before you met him in Ballinger's office a short time ago?—A. Never seen him before.

Q. You told me that you made an affidavit for Jackson Barrett in Mr. Ballinger's office?—A. Yes, sir; I swore that I knew the Hunter family.

Q. That you knew the Hunter family?—A. Yes, sir; old Ben Hunter. This man claimed that Ben Hunter's daughter was his mother. I didn't know but I knew Tommy and Charlie.

Q. Who did you say Jackson Barrett is?—A. He looked like a white man.

Q. Did he have any indications of negro blood?—A. No, sir; he just a dark, red-headed white man.

Q. Does he claim to be a negro?—A. No, sir; Choctaw, he claims to be old Benny Hunter's grandson.

Q. Does he associate with negroes?—A. I don't know; he does not stay around here.

Q. You say you never knew him until you met him in Muskogee a short time ago?—A. No, sir.

Q. Do you know who his mother was?—A. No, sir; I don't know. This Choctaw woman might have been his mother, as far as I know.

Q. You know nothing about it only what he claims?—A. No, sir.

Q. Who did he claim was his mother?—A. Benny Hunter's daughter.

Q. Do you know her name?—A. No, sir; I think it was Becky. I think he said—

Q. Who did he claim was his father?—A. Well, his father musy have been a white man, as there was nothing said about him.

Q. Did you know a person namde Billy Hunter?—A. That is the old man.

Q. Is he the person you called Benny Hunter?—A. Yes, sir; Billy Hunter was his name, but the Choctaws called him Benny Hunter.

Q. He is the person you thought was meant when Benny Hunter was mentioned. You mean Billy Hunter?—A. Yes, sir; and there was Silas and Tom Hunter.

Q. Who was Tom Hunter; where does he live?—A. Is he the person who was a candidate for governor?—A. Yes, sir.

Q. Does he live at Hugo?—A. About Hugo, I guess.

Q. Are you acquainted with Tolliver Barrett?—A. No, sir.

Q. You do not know whether Tolliver was the father of Jackson Barrett?—A. No, sir; I don't; I don't know that at all.

Q. Did you know a Clayton Hunter?—A. I knew a Charlie Hunter; there might have been a Clayton.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on February 20, 1915, filed by Mr. Webster Ballinger with the petition of Jackson Barrett for the enrollment of himself, and others, as citizens by blood of the Choctaw Nation:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that he lives 1006 South Third Street, Muskogee, Okla.

"That he knows the applicant and that he was well and personally acquainted with his mother, Francis Barrett; her father, old Billy Hunter; they were all full-blood Choctaws.

"I also knew her brothers; one was named Silas Hunter and the other one was Thomas Hunter, who run for governor at the last election for chief of the Choctaw Nation; I think the oldest one was Nelson.

"When I am at home I live in Atoka County, but am staying at Muskogee for the present.

"I have met all the older children of the applicant, but I could not positively identify them if they were away from home; I do not know that he has a large family and that they grew up in the southern part of the Choctaw Nation.

(Signed, by thumb mark.) "ALEC NAIL."

Q. Do you recall a person by the name of Francis Barrett?—A. Probably that is the woman. That is who he said was his mother.

Q. You took his word for that?—A. Yes, sir. The old man has three children.

Q. You do not even know whether Billy or Benny Hunter had a daughter named Frances?—A. No, sir; he had one, but I would not be positive.

Q. Do you know whether Benny Hunter had a son named Silas Hunter?—A. Yes, sir.

Q. You do not know whether he had a daughter named Frances?—A. No, sir; I don't know.

Q. Did he have a son named Nelson?—A. He might of had; I don't know.

Q. What is the street number of your residence in Muskogee?—A. 1006 South Third Street.

Q. Do you know a person named Malissa Marcy, née Carroll, née Birdsong?—A. I don't know.

Q. There is an affidavit purported to have been made by you in which you are made to say that you were acquainted with this person. You say you do not remember such a person?—A. No, sir.

Q. You were made to state that you were personally acquainted with her mother and father; that her father's name was Willie Birdson; do you recall a Willie Birdsong?—A. Yes, sir; I don't know him, but there has been a man up there that claims to be a Birdson.

Q. You do not know that that person is the father of this applicant?—A. No, sir.

Q. You were made to state that her mother was Adaline Sanders; do you remember her?—A. It seems that some one was in that office by the name of Sanders.

Q. You mean to say that Adaline Sanders, who married Willie Birdson, was the mother of the applicant in this case?—A. No, sir; I don't know who they was talking about.

Q. You do not remember this applicant?—A. No, sir; I don't remember her; I don't know nothing about the Birdsons.

Q. Do you remember William Sanders?—A. No, sir.

The affidavit of Alec Nail, made before Julius Golden on March 16, 1915, filed by Mr. Webster Ballinger, with the petition for the enrollment of Malissa Marcy for enrollment of herself and family as citizens by blood of the Choctaw Nation, is as follows:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that his post office is Boggy Depot, Okla.

"That he knows the applicant, but that he has not known her very long; that he was well and personally acquainted with her father and mother.

"Her father was Willie Birdson, a half-blood Choctaw Indian that was placed on the freedman roll over his protest; that her mother was Adaline Sanders before she married Willie Birdsong, and that she was a three-quarter Choctaw Indian by blood.

"That they both lived in what was old Scullyville County, now Le Flore, near the line of Arkansas.

"That all of the Sanders were all recognized Choctaw Indians; that William Sanders was the brother of her said mother, Adaline Birdsong, née Sanders.

"That he does not know any of the applicant's family.

"(Signed by thumb mark) ALEC NAIL."

"Q. Do you remember a person named Jordeana Smyers, née Givens?—A. No, sir; I don't remember her.

"Q. In the affidavit filed in the application for the enrollment of this person, made by you on April 13, 1915, you state that you were acquainted with the applicant and that you knew the persons whom she stated were her ancestors and with her grandmother, Ellen Pusley, a full-blood Choctaw? Do you remember Ellen Pusley?—A. I remember the Pusleys; they were Choctaw Indians. I don't remember, though, the woman who made that application.

"Q. Do you remember the brothers of Ellen Pusley?—A. Three of them, I do.

"Q. What were their names?—A. George, Billy, and Josh.

"Q. Who was Jack Pusley?—A. I don't know.

"Q. You do not remember?—A. No, sir.

"Q. Who was McAlester Pusley?—A. I don't remember.

"Q. Do you remember Adaline Pusley?—A. No, sir; I just know Ellen and Elmyra. The affidavit made in support of the petition of this case by Alec Nail, on April 13, 1915, before Julius Golden, a notary public, filed by Webster Ballinger for the enrollment of Jordeana Smyers and family as citizens by blood of the Choctaw Nation, is as follows:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that he now lives at 1206 South Third Street, Muskogee.

"That he has recently become acquainted with the applicant, but that he knows the persons that she states is her ancestors.

"That he was well and personally acquainted with her said grandmother, Ellen Pusley, who was a full-blood Choctaw Indian. That she had two brothers, McAlester Pusley and old Jack Pusley, that were allotted as he has been informed.

"That he was well and personally acquainted with the daughter of Ellen Pusley named Adaline, but that he does not know who she married, and never had heard until he met the applicant.

"That he did not know the father of the applicant, nor does he know her family.

(Signed, by thumb mark) "ALEC NAIL."

Mr. Webster Ballinger has filed an application for the enrollment of one John Harrison and his family. Attached to this application is an affidavit purporting to have been made by you before Julius Golden, a notary public, on March 4, 1915, in which you are made to state that you are well and personally acquainted with the applicants and have known them all their lives—A. I haven't known them that long.

Q. What have you to say about this; do you know these persons?—A. I am better acquainted with them since I have been in Muskogee. The old man was half Indian and half negro—

Q. Old man Harrison claimed to be—A. Half brother of Robert, William, and John Harrison, and I know them to be Indians, and they claimed to be related to them.

Q. Did you know this person who represented himself to be John Harrison, named in the application for enrollment?—A. I expect I knew him.

Q. But you can not place him right now?—A. I guess I would know him.

Q. Did you know him before you met him at the time he made this application?—A. Not to have identified him; I met the old man when I lived at Durant.

Q. You mean these boys' father?—A. Yes, sir.

Q. What was the name of their father?—A. John Harrison or Sloan.

Q. You mean his surname was Sloan?—A. No, Harrison.

Q. Did they call him Sloan Harrison?—A. Yes, sir; and sometimes old man Harrison.

Q. Did you know enough about this man Harrison to testify as to who his parents were?—A. No, sir; my brother knew him; he was over here.

Q. Your brother is Peter Nail?—A. Yes, sir.

Q. Were you ever at the home of the father?—A. Yes, sir; I have passed there a time or two.

Q. Were you ever at the home of the applicant in this case, John Harrison?—A. No, sir; I don't know whether these young children had any home or not. The Choctaws just recognized them.

Q. You never had, then, a close personal acquaintance with the father of this applicant?—A. No, sir.

Q. Was this applicant, John Harrison, a negro?—A. Yes, sir; sure.

Q. What is his color?—A. About mine; dark bay.

Q. What convention was it that met in 1869 at Boggy Depot?—A. That was when the Government sent Maj. Armstrong out there.

Q. Could you say that you met the father of this applicant at that convention?—A. I don't remember.

Q. You do not remember whether you made such a statement?—A. No, sir; I don't.

Q. You do not remember whether the name of the father of these applicants was W. J. Sloan Harrison?—A. No, sir; I don't know; they claimed to be his children.

Q. You do not really know whether the full and correct name of the Harrison you know was W. J. Sloan Harrison; you do not know whether this is his correct name or not?—A. No, sir; I don't; they are Texas folks.

Q. Texas folks?—A. Yes, sir.

Q. Was the man that you have in mind as the father of John Harrison a negro?—A. No, sir; kind of an Indian-looking negro about like my color.

The affidavit of Alec Nail, made before Julius Golden, a notary public, on March 4, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of John Harrison and his family as citizens by blood of the Choctaw Nation, is as follows:

"Comes now Alec Nail, who, being first duly sworn, on oath states that he is 72 years of age, that his home is 3 miles west from Boggy Depot, Okla.

"That he is well and personally acquainted with the applicants; that he has known them in a way all their lives; that he has not personally known them all the time, but that he did know their father since the convention at Old Boggy depot, in 1869; that they both attended the said convention together and that they have since lived a long distance apart, but have met often enough to keep up a personal acquaintance with the father of the said applicants. He was W. J. Sloan Harrison. The reason that I kept up so close a personal acquaintance with him was that his trading point was Durant, Okla., and I lived in Durant.

"That it is for this reason that I knew him so much better than I did his family. Sometimes he had some of them with him and more often he came alone or with just his wife, Mahaley.

"I have been to his house and know that he had his own home on the public domain the same as the other Choctaw Indians and that he lived there until he died.

"No one was ever heard to dispute his right as a Choctaw Indian and he held land just the same as the other Choctaws and was so recognized.

"This continued until after allotment and then he lost his farm because he was not enrolled. All I know about his making an application is what he told me and that he said he made his application by blood and for the reason that he had some negro blood in him, the commission wanted to put him on the Freedman roll, and he would not stand for it, and the commission denied him."

(Signed, by thumb mark.) "ALEC NAIL."

Q. Do you know James Goings?—A. Yes, sir; I know a Jim Goings, since I been here.

Q. Did you first meet him in Ballinger's office?—A. Yes, sir; the first time in my life.

Q. Do you know the father and mother of this applicant, Jim Goings?—A. No, sir.

Q. You do not know whether the father's name was Henry and the mother's name was Francis?—A. No, sir.

Q. Did you ever know a Henry and Francis Goings?—A. Yes, sir; I have heard of that family, but that thing [indicating affidavit] was made a long time before I saw it.

Q. What do you mean?—A. They took this application in a long time before they knew I was here. I was sick but they referred him to me and when I got up his application was made out already and I was just asked about the Goings family and I said I knew them.

Q. Did you know an Isaac Goings?—A. I heard them talking about him; I don't know him.

Q. You were not personally acquainted with him?—A. No, sir.

Q. You never met this applicant, James Goings, for the first time at Doaksville, 30 years ago?—A. No, sir; I have not been there since I was 11 years of age.

Q. Do you say that you did not meet this man at Doaksville?—A. No, sir; I couldn't of; I left there when I was a little boy.

Q. There is an affidavit attached to this application, filed by Mr. Webster Ballinger, acknowledged by you before Julius Golden, a notary public, on March 23, 1915, in which you are made to state that you first met this applicant more than 30 years ago at Doaksville.—A. No, sir.

Q. And that you were well and personally acquainted with the father and mother of this applicant, Henry and Francis Goings, and that you knew the brothers of Henry Goings, and that their names were George, James, and Alfred.—A. I don't know that at all; they are on the roll though, I guess.

Q. And that the oldest one died before the war. Did you make these statements to any persons in Mr. Ballinger's office?—A. Not like you are reading it.

Q. Did you knowingly make your thumb mark to any affidavit in which you were made to testify to these facts?—A. I did not. I thought they were putting down just what they asked me. There is a lot of this that was not asked me.

Q. You say you thought they were putting down what they asked you?—A. Yes, sir. Golden read them over and sometimes I couldn't understand him nohow.

Q. You are acquainted with William M. James?—A. Yes, sir; since I have been here.

Q. Did you approach James and request him to act as a witness for Mr. Ballinger in the preparation of these applications?—A. No, sir.

Q. William James states that you approached him and told him that you wanted him to act as a witness in a number of these cases?—A. He was a witness before I came up.

Q. Did you or did you not approach him relative to this?—A. I did not; I found him acting as a witness the first time I went up to Mr. Ballinger's office. He is a State man, but married a Creek freedwoman, and has been a resident of the Creek Nation and I am satisfied that he knows nothing about the Choctaw people. He apparently made affidavits for everybody. Made one for Ben Grayson for a pint of whisky; he would swear to anything. They were nearly drunk all the time, and old man McCombs was drunk also; he is a white man.

Q. Is Ben Grayson a white man?—A. A full-blood Creek.

Q. An old man named Berryhill acted as a witness, did he drink?—A. Yes, sir; they all were drunk nearly all the time.

Q. Did Mr. Lindly drink?—A. I have smelled it on his breath and he acted like it.

Q. Did you ever see him drunk?—A. No, sir.

Q. Never saw him when he apparently did not have control of his mental faculties?—A. No, sir; I think when he was getting too much he would quit.

Q. Did they have whisky around the office?—A. I never saw it.

Q. Do you drink, yourself?—A. No, sir; there is not a man that lives that can say so.

Q. Did Burton drink?—A. Yes, sir.

Q. Did you ever see him full?—A. Yes, sir; pretty full.

On August 5, 1915, the witness, Alec Nail, was recalled and testified as follows:

Q. State your name?—A. Alec Nail.

Q. What is your age?—A. Going on 73; 72.

Q. Where do you live?—A. I am living in Muskogee now.

Q. You live at 1006 South Third Street?—A. Yes, sir.

Q. Are you acquainted with Josie L. Arnold, do you know a woman by that name?—A. I don't remember that I know her, I have forgotten her, what is she?

Q. She is supposed to live in Reeves addition?—A. I don't know her.

Q. Did you make an affidavit in Mr. Ballinger's office identifying a woman named Josie L. Arnold?—A. No, sir; there ain't a soul that I identified.

Q. Do you remember a woman coming to that office by the name of Josie L. Arnold?—A. It may be true; I don't remember it.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on June 22, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of Josie L. Arnold, nee Lewis, as a citizen by blood of the Chickasaw Nation:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that he lives at 1006 South Third Street, Muskogee.

"That he knows the applicant, Josie L. Arnold; that he also knew her mother, Sofia Lewis, nee Kemp, and all the Kemp family; that the father of her said mother Sofia Lewis, nee Kemp, was Jackson Kemp;

"That the said Sofia Kemp had a number of brothers and sisters; they were Benjamin, Joel, Walton, Bud (who was county sheriff for a long time) Kemp; the sisters were Amelia, Virginia, and Lou Kemp, nearly all of these above-named Indians died before final enrollment, although Joel and Benjamin both got allotments.

"They were all full-blood Indians (Chickasaws), but some of them had Choctaw families and were enrolled Choctaws; that is, some of the younger ones.

"The applicant was raised by old Aunt Caldonia Green, a colored woman who was formerly the slave of her grandfather, Jackson Kemp.

"I don't know the age of the applicant, but she is just a young woman and looks about as old as she says she is—26 years of age.

"The reason that I know the Kemp family so well is that I lived for many years within less than half a mile from them, in fact some of them lived within hearing distance.

"The old men of the Kemp family was Jackson Kemp, the grandfather of applicant; Reuben Kemp, Billy Kemp, and Joel Kemp, who were all emigrants from Mississippi, and all full bloods.

(Signed, by thumb mark) ALEC NAIL."

Q. Did you make this affidavit?—A. I know the name of some of those Kemps. They would ask me about people named Kemp that I knew, and I would state what I knew. This woman was looked up by the roll and they would ask me if I knew the Kemps, and say go to work and name how many you know, and I would go and name as many as I knew.

Q. Does the reading of this affidavit refresh your memory in respect to this applicant?—A. No, sir; I don't remember about that; see about what has been—

Q. You can not say that you know this applicant?—A. No, sir; I know I don't know her.

Q. You did not know any of the people that you met in that office?—A. No, sir.

Q. In what office do you mean when you refer to that office?—A. Well, it says Ballinger, Rodkey & Lindly. They say it is their names on that door.

Q. What are Lindly's initials?—A. I don't know.

Q. Are you sure it is Webster Ballinger that is connected with that office?—A. Yes, sir; that is what they say.

Q. Do you know whether Webster Ballinger is connected with the Government service?—A. I don't know that.

Q. Do you know whether Mr. Lindly is connected with the Government service?—A. I don't know that.

Q. Do you know how much you got for making this affidavit?—A. No, sir; sometimes I got a dollar, sometimes a dollar and a half, and sometimes \$2.

Q. Who gave you this money?—A. The applicants. The ones making application; they paid me the money I got.

Q. Did you ask for the money?—A. They said if you don't pay the witnesses and notary fees the papers don't go out of the office. They said that they was to get two old members of the tribe; and I was in the Dawes Commission one day and they employed me to act and see about it. I didn't have any confidence in it.

Q. You told me, did you not, that most of the persons who applied for enrollment down in their office as Indians by blood were negroes?—A. Every one of them.

Q. And they tried to get on the blood roll?—A. Yes, sir; and I would say "Why don't you get on the roll with me?" but they said they would get on the blood roll.

Q. Did you know a Sofia Lewis who was a Kemp before she married?—A. I don't know; I can't remember.

Q. Did you ever know Jackson Kemp?—A. Why, sure; yes, sir.

Q. What relation was Jackson Kemp to Sofia Kemp?—A. I couldn't say.

Q. Do you know whether Sofia Kemp was Jackson Kemp's wife?—A. No, sir; I don't know. This Sofia Kemp you are talking about might not be any Kemp at all; I don't know.

Q. How old would Jackson be if he were living?—A. Jackson Kemp; well, my father said they came from Mississippi in 1832.

Q. You were made to swear in this affidavit that I read to you that this woman who appeared in the office down stairs is the daughter of Sofia Lewis, who had been a Kemp, and that Jackson Kemp was the father of Sofia Lewis; what do you know about that?—A. I don't know nothing about that. I don't know who Sofia Lewis was; she may have been the mother of the one making application.

Q. You do not remember Sofia Lewis?—A. No, sir; I don't know.

Q. Do you remember old Aunt Calidonia Green?—A. Yes, sir.

Q. Who was she?—A. One of Jackson Kemp's slaves.

Q. You said you did not know whether Jackson Kemp was the grandfather of this applicant?—A. I don't think she was.

Q. Why?—A. I don't know; I believe Virginia was John Lewis's wife.

Q. What blood was Jackson Kemp?—A. Well, I would say he was a full-blood; he looked to be.

Q. Full-blood what?—A. Chickasaw.

Q. Do you know whether his wife was a full-blood or not?—A. No, sir; I don't know.

Q. Did his wife have any negro blood in her?—A. No, sir; I have seen her, and she didn't look it.

Q. Did you make an affidavit down there for any person who was not a negro?—
A. Not to my knowledge, except Jackson Barrett and another white man I forget; lets see—Mr. Eubanks.

Q. Do you know where Reeves Addition is?—A. No, sir; I have never been out there.

Q. Were all the women for whom you made affidavits down stairs negroes?—A. Yes, sir; all negroes, I believe.

Q. Well, this applicant states that she was raised by Aunt Callie Green. Did she raise any children except negro children?—A. Not to my knowledge. She lived 18 or 20 miles from me.

Q. Did you ever live within one-half mile from the Kemp family?—A. When I was a little fellow. I left when I was 11 years old.

Q. You left when you were 11 years old?—A. Yes, sir; I haven't been back since, either.

Q. Can you read?—A. A little in the Bible; can't read to do no good.

Q. Can you sign your name?—A. Oh, no; can't write a line.

Q. Was this affidavit read to you before you signed it?—A. Yes, sir; before I put my thumb mark to it.

Q. Who read it to you?—A. Mr. Golden.

Q. Well, this affidavit states that you knew this applicant, Josie L. Arnold. Was that part read to you?—A. I don't remember.

Q. Would you have sworn that you knew this applicant if you had not known her?—
A. No, sir.

Q. Did you not understand that you were sworn to this affidavit?—A. I suppose so. I was sworn to what I said.

Q. Would you have signed and sworn to this affidavit that you knew this woman?—
A. No, sir; because I didn't know her. I know they were Indian people but this applicant I don't know. I told Mr. Lindly a dozen times that I couldn't identify a soul, and didn't intend to try.

Q. Mr. Lindly knew that you did not know this woman?—A. Yes, sir; I told him so.

Q. You told me in testifying in other cases that Mr. Lindly wrote these affidavits out on the typewriter himself which you swore to?—A. That colored lawyer and all them that is trying to get on the roll would get together in the little room and he would write a long list.

Q. Who is that?—A. Nelson Durant, he would hand it to Mr. Lindly and sometimes he stood and read it off and Mr. Lindly wrote it.

Q. So Mr. Lindly wrote on the typewriter the affidavits that you made?—A. Yes, sir.

Q. And you say you told Mr. Lindly that you did not know any of the applicants and did not intend to identify them?—A. Yes, sir.

Q. Well, what were you doing down there?—A. I would prove that I knew the Choctaws. Advise them.

Q. You advised about what?—A. They would come there and say they were members of some Choctaw family. What family was it and they would name them and if I knew them I would say so.

Q. It was your understanding that you were merely to testify that such a Choctaw family lived at one time and you would testify as to remembering that family; you did not testify that the claimants were related to any of the members of the families you have mentioned?—A. No, sir; I couldn't.

Q. You did not know the applicants before you met them down stairs?—A. No, sir.

Q. And you did not understand that you were advising about that?—A. No, sir; and would say so. I knowed the people they claimed relation to.

Q. Did you understand that you were down there to identify the claimants as being the children of the persons you named in the affidavits?—A. No, sir; Mr. Lindly told them that the applications would be identified with some old people and when they couldn't get me to identify them he said they would have to have some one to identify them.

Q. He said they would be completed later?—A. Yes, sir.

Q. Do you know Webster Burton?—A. Yes, sir; I know him.

Q. How long have you known him?—A. About 14 years, maybe longer.

Q. Did Webster Burton ever live close to Callie Green?—A. He lived up in that part of the country.

Q. Do you know how close he lived to Aunt Callie Green?—A. Maybe 1 or 5 miles.

Q. What did Webster Burton get for making these affidavits?—A. Well, he got just what he could, just like me.

Q. How long have you been around this office downstairs here making these affidavits?—A. I don't remember when I first went there.

Q. Well, about when?—A. It might have been in February.

Q. Have you been up there every day since?—A. No, sir; sometimes I am sick and can't get there.

Q. How many affidavits do you suppose you have made?—A. I have no knowledge.

Q. Have you no idea at all?—A. No, sir; I don't know.

Q. As many as 50?—A. I don't know, I say.

Q. As many as 50?—A. I don't know; I couldn't say. A heap of them were already made before they knew I was in Muskogee.

Q. How many thumb marks do you suppose you made in that office?—A. God knows; I put my thumb on three times.

Q. To each affidavit?—A. Yes, sir; I think so.

Q. You made your thumb mark three times?—A. Yes, sir.

Q. How many times do you suppose you made your thumb print like that each day?—A. I have no idea; the papers will show.

Q. A number of times each day?—A. The number that have my thumb on will show.

Q. How much did you make a day; how much money?—A. Sometimes I made nothing.

Q. Why?—A. They would promise to pay me, but never did.

Q. When was that to be paid to you?—A. Some have already paid.

Q. They have paid you something?—A. Yes, sir.

Q. Did they promise anything more if they got on the roll?—A. Yes, sir; some of them said if they got on the draws they would give me \$100, but I wouldn't give 50 cents for that promise, for I don't think they will get on.

Q. Are you on the rolls of the Dawes Commission?—A. Choctaw freedman; yes, sir.

Q. Do you know your roll number?—A. No, sir; I don't know; I have my deed, but I don't know it now.

Witness excused.

Lee G. Grubbs, being first duly sworn, on oath states that as stenographer to the national attorney for the Choctaw Nation he reported the proceedings in the above-entitled case on the 31st day of July and the 5th day of August, 1915, and that the foregoing is a true and correct transcript of his stenographic notes thereof.

(Signed) LEE G. GRUBBS.

Subscribed and sworn to before me on this the 10th day of August, 1915.

[SEAL.]

R. P. HARRISON, Clerk.

(Signed)

By A. C. McMILLAN, Deputy.

(Exhibit L.)

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Muskogee, Okla., August 6, 1915.

In the matter of the application of various persons for enrollment as citizens by blood of the Choctaw Nation.

Webster Burton, being first duly sworn by William L. Bowie, deputy clerk for the United States Court for the Eastern District of Oklahoma, on oath testifies as follows:

Examination by William L. Bowie on behalf of the superintendent for the Five Civilized Tribes:

Q. Please state your name?—A. Webster Burton.

Q. Age?—A. Well, you will find my age on those papers there 65, but since that time I have looked over the roll book and I am not that old.

Q. How old are you?—A. I am 59; maybe 60.

Q. Where do you live?—A. I live in Reeves Addition, Muskogee.

Q. What is your occupation?—A. Minor work wherever I can find it.

Q. How are you employed at the present time?—A. I have no regular occupation.

Q. Are you acting as a witness in enrollment cases being prepared by some persons working in an office in the Metropolitan Building?—A. I am acting in that capacity, but am not employed; am not employed by no one working in the office.

Q. How long have you been acting as a witness in these cases?—A. Well, I guess about three months, maybe.

Q. Have you been present every day at the office of these persons—have you been in the office every day?—A. Every day?

Q. Every day?—A. Every day.

Q. You say you are not working at any regular occupation?—A. No, sir.

Q. How are you paid for your services?—A. These parties that come and testify pay me for these facts for them.

Q. How much did they pay you?—A. Just whatever they can, sometimes fifty cents, one dollar, and one dollar and a half.

Q. Who first interviewed you relative to acting as a witness?—A. Nail.

Q. Alec. Nail?—A. Yes, sir.

Q. What did Alec tell you he wanted you to do?—A. Wanted me to help him with the Choctaw people.

Q. What are the names of the persons gathering this testimony?—A. You want to know the names of those claimants?

Q. What are the names of those persons occupying these offices?—A. Lindly.

Q. Do you know his full name?—A. No, sir.

Q. Any other person occupying these offices?—A. None but him that I know of.

Q. Are you acquainted with Mr. Rodky?—A. No, sir; never saw him in my life.

Q. Are you acquainted with Mr. Webster Ballinger?—A. Never saw him in my life.

Q. Do you know whether Mr. Lindly is employed by Mr. Ballinger?—A. He said he was.

Q. Do you know in what capacity he is serving Mr. Ballinger?—A. No, sir.

Q. Are any of the persons named connected with the Government service?—A. I have not heard say whether any of these gentlemen is attached with the Government business or not.

Q. As a matter of fact, from what these applicants who go up there have said to you, don't they seem to think that these men are employed by the Government?—A. Well, I haven't heard or even had a person to implicate that to me until yesterday, and that was when two parties asked me if old man Lindly was employed by the Government and I told them I didn't know whether he was or not.

Q. Is that what you told all of the applicants?—A. There hasn't even one asked me that but these two fellows, this was the first persons that have asked me such a question, that was the first I heard of it.

Q. In what capacity was Nelson Durant serving these persons?—A. Now, I can't tell you, Judge, I just only learned that he was an attorney at the bar, but what part of the attorney he was playing, I don't know.

Q. Did he hold a power of attorney?—A. I heard that but I don't know it to be true.

Q. Power of attorney from whom?—A. I don't know, I can't tell you that.

Q. Do you know what these applicants paid Nelson Durant?—A. No, sir; I don't know if they paid him anything; I don't know it.

Q. Did you ever hear him demand any money from any of these persons?—A. No, sir; not a nickel; only what I heard.

Q. What was it that you heard?—A. One of these two parties was telling me that he paid Nelson Durant to take up his application.

Q. How much?—A. He didn't say how much.

Q. I have just had an interview with one of these men that you were seen talking to a short time ago, and one of them, Mr. Short, tells me that when he first came down here that you are one of the parties that represented to him that you were in the Government service. Did you represent that to Mr. Short?—A. No, sir; never represented that to him in my life.

Q. You made quite a number of affidavits down here?—A. Well, I signed some.

Q. In Mr. Ballinger's office?—A. Yes, sir.

Q. How many affidavits do you suppose you made?—A. I have no idea.

Q. Were you personally acquainted with all of the persons for whom you made affidavits?—A. Was I acquainted with them?

Q. Were you personally acquainted with them?—A. No, sir; I was not.

Q. Were you acquainted with any of them?—A. No one; I told them that.

Q. You had never seen one of the persons?—A. No, sir; never seen them.

Q. Who prepared the affidavits that you signed; who wrote them?—A. Lindly typewrote them out.

Q. Did you tell him what to write in these affidavits?—A. No, sir; I told him of the Indian people I knew.

Q. Did Mr. Durant have anything to do with the preparation of these affidavits?—A. Well, I am going to speak that the best I know how. Durant would fill them out.

Q. He would write them out with a pencil?—A. Yes, sir; whatever tribe these people were he would write it out, and if I knew that tribe he would write it out. I gave them all to understand that I didn't know them.

Q. Did Durant question you himself as to your knowledge?—A. No, sir.

Q. Did Mr. Lindly question you as to the extent of your knowledge?—A. No, sir; he did not.

Q. Did he simply write out these affidavits without asking you?—A. He wrote these affidavits from the questions Durant wrote out from the roll book for the Indians on the roll.

Q. Who would find them on the roll?—A. Durant or those Indians would take the roll book and find them.

Q. After these affidavits were written up on the typewriter by Mr. Lindly, were the affidavits read over to you?—A. Yes, sir.

Q. By whom?—A. Golden.

Q. By Golden?—A. Yes, sir.

Q. He was a notary public?—A. Yes, sir.

Q. Can you write your name?—A. Can't write at all, or read.

Q. You signed these affidavits by thumb mark?—A. Yes, sir.

Q. Will you place your thumb on this blank sheet of paper for the proper identification of your thumb print?—A. Yes, sir; I can do it.

Q. Are you acquainted with a person named Jane Driver?—A. No, sir; I don't know that I am—I don't know.

Q. Are you acquainted with a person named Harriett Brown, who was Harriett Turnbull before her marriage?—A. Well, I got acquainted with her when she came up here to take up her application; was not acquainted with her before. Would not know her this morning.

Q. Were you ever acquainted with a person named Harriett Brown, who was Harriett Turnbull before marriage, before she came up to this office?—A. No, sir.

Q. Were you ever acquainted with one William Brown, who was said to be a one-half blood Choctaw?—A. No, sir; I didn't get acquainted with him.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on May 11, 1915, filed by Mr. Webster Ballinger, which is attached to a petition for the enrollment of Jane Driver as a citizen by blood of the Choctaw Nation.

(See application of Jane Driver as to contents of affidavit.)

Q. Did you make this affidavit?—A. I didn't make it in that way. I made that affidavit, but not to know that woman. I knew the man that the woman said was her father. You will find it that way all the way through, but the people themselves, I don't know them.

Q. This affidavit states that you have known the applicant for the last 18 years; what explanation have you to make to this?—A. It is wrong. I didn't make that. I didn't make that affidavit as to knowing that woman 18 years. I don't know any of those people.

Q. This affidavit states further that you knew this applicant's mother, Harriett Brown, who was Harriett Turnbull before marriage.—A. I didn't make that. I know the Turnbells, but not the girl.

Q. Did you represent to any person at the time this affidavit was prepared that you had known this applicant for 18 years and that you knew her mother, Harriett Brown or Harriett Turnbull?—A. I did know a Mrs. Turnbull, but not the woman.

Q. You just stated to me that you had never seen Harriett Brown or Harriett Turnbull before you met such person in the office of Mr. Ballinger a short time since.—A. I says that the woman who this woman says was her mother, that Mrs. Turnbull, well, I knew her, but that woman I didn't know her.

Q. Why did you state to me just now that you had never known a Harriett Brown or Harriett Turnbull?—A. As far as Mrs. Turnbull is concerned, I knew Mrs. Turnbull.

Q. Who was this Mrs. Turnbull that you speak of?—A. Mrs. Turnbull; she's a Choctaw woman.

Q. Of what blood is this Jane Driver, the applicant in this case for enrollment?—A. Well, she said she was a Choctaw.

Q. What does she look like?—A. Well, she looks like she had some Indian blood in her.

Q. Did she also have negro blood?—A. Yes, sir; some negro blood.

Q. What is her color?—A. About my color.

Q. What color are you?—A. I call myself a yellow man.

Q. Are you usually termed a ginger cake?—A. No, sir.

Q. You spoke of knowing a Mrs. Turnbull; do you know her given name?—A. No, sir; I don't know her given name.

Q. Do you know more than one Mrs. Turnbull?—A. Joe Turnbull.

Q. A man?—A. He is a man. I know Ben Turnbull.

Q. Any others?—A. I think that is about all.

Q. And this woman you speak of, is she related to Joe and Ben?—A. I think she was; I don't know for certain.

Q. Where do Ben and Joe live; are they living now?—A. They are dead.

- Q. Where did they live?—A. They lived up in Kiamichi at that time.
- Q. In what county?—A. Towson County; I don't know if that's what they call it now; that is the Indian name. I just know the people; I don't know their residence, and all that.
- Q. Were Joe and Ben related?—A. Yes, sir; I think they were brothers.
- Q. Well, were they white or colored?—A. They were half-blood Indians.
- Q. What nation?—A. Choctaw.
- Q. What was the other half?—A. White.
- Q. White?—A. Yes, sir. There are some Turnbull negroes.
- Q. You said you knew a woman by the name of Turnbull, but did not know her given name?—A. No, sir.
- Q. Do you know that she was related to Joe and Ben?—A. I am not positive; I think she was, though.
- Q. Did this negro woman claim to be related to the Turnbolls?—A. Yes, sir.
- Q. What Turnbolls?—A. She said Joe and Ben were her uncles.
- Q. How did she make that out?—A. She named some other woman to be the brother of those boys, etc., etc.; we didn't go to work to question these people. They asked us if we knew such names of Choctaws and Chickasaws.
- Q. You are made to testify in this affidavit that I have read to you that you knew these applicants, that is, her mother, Harriett Brown who was Harriett Turnbull before marriage; as a matter of fact were you ever acquainted with one Harriett Brown who was known as Harriett Turnbull?—A. I was acquainted with a Mrs. Turnbull; I don't know her by Harriett Brown; I know her as a Turnbull.
- Q. You just stated to me that you knew a woman by the name of Turnbull, but that you did not know whether her given name was Harriett.—A. Yes, sir; I know a Turnbull.
- Q. But you do not know whether she was ever a Brown?—A. No, sir.
- Q. Did you knowingly testify that you knew this applicant's mother, that her name was Harriett Brown who was a Harriett Turnbull, before marriage, and that she was a full-blood Indian?—A. I didn't testify that.
- Q. You say this affidavit was read over to you?—A. Well, we couldn't understand half that Jew said. I never said those things that way.
- Q. You never saw this applicant before you met her in Mr. Ballinger's office?—A. No, sir.
- Q. What did this applicant give you for making this affidavit?—A. She gave me \$1.50.
- Q. Where were you born?—A. In Red River County, Choctaw Nation.
- Q. What towns were in that county?—A. Why we didn't have no principal town only old Shawneetown.
- Q. Shawneetown is low Idabel?—A. Shawneetown is about 3 or 4 miles from Idabel. Idabel is the post office and Shawneetown is a little place.
- Q. How long did you live in that County?—A. Red River County?
- Q. Yes.—A. I lived there from birth up until I was about 23 or 24 years old.
- Q. Where did you go then?—A. I rambled around in Texas some.
- Q. How long were you in Texas?—A. About 5 or 6 years and then I came back to Shawneetown.
- Q. How long did you stay there?—A. I disremember how long, I moved to South McAlester and stayed there 5 or 6 years.
- Q. Then where did you go from there?—A. I moved from McAlester to the Chickasaw Nation.
- Q. What part of the Chickasaw Nation?—A. This side of Milburn one mile and a quarter.
- Q. What year did you go down there?—Do you know?—A. No, sir.
- Q. How long did you live at Milburn?—A. I stayed down there I guess about 12 years as near as I can remember.
- Q. Where did you go then?—A. I came up here in the Creek Nation.
- Q. Where in the Creek Nation?—A. My first stop in the Creek Nation was at Tulsa.
- Q. How long did you stay in Tulsa?—A. Twelve months.
- Q. When did you leave Tulsa?—A. Can't tell you the date, sir.
- Q. About when?—A. Well, I can't say just exactly. I came to Coweta.
- Q. How long did you stay at Coweta?—A. I think about two years.
- Q. Where did you go from Coweta?—A. To Wybark.
- Q. How long were you in Wybark?—A. Three years.
- Q. Wybark is just a few miles north of here?—A. Yes, sir.
- Q. Where did you go next?—A. Red Bird.
- Q. How long did you live at Red Bird?—A. Two years.
- Q. Where did you go next?—A. Muskogee.

- Q. Have you been here ever since?—A. Yes, sir.
- Q. When did you come to Muskogee?—A. I came here in December.
- Q. December last?—A. Yes, sir.
- Q. Have you ever been in the penitentiary?—A. No, sir.
- Q. Have you ever been in jail?—A. Yes, sir.
- Q. How many times have you been in jail?—A. I can't tell you.
- Q. A number of times?—A. Several times.
- Q. What were you charged with?—A. Whisky and fighting.
- Q. Whisky selling?—A. No, sir.
- Q. Introducing?—A. Yes, sir.
- Q. What were you charged with?—A. Just charged with a little whisky.
- Q. Charged with introducing and selling?—A. No, sir. I never sold any whisky in my life. They found whisky on me when I was about 18 years old.
- Q. Have you ever been in jail in Muskogee County?—A. No, sir.
- Q. Tulsa County?—A. No, sir.
- Q. What counties were you in jail?—A. I have been in jail at Fort Smith and Tishomingo.
- Q. You have never been in the penitentiary?—A. No, sir.
- Q. Have you ever been charged with felony?—A. What is that: I don't know what you mean; what are you talking about?
- Q. That is a penitentiary offense.—A. No, sir.
- Q. Are you acquainted with Mary Reeves?—A. Yes, sir.
- Q. Where does she live?—A. She lives 5 miles east of Vian.
- Q. About how old a woman is she?—A. She says she is about 50 years old.
- Q. Did you make an affidavit for her in Ballinger's office?—A. Yes, sir.
- Q. How long had you been acquainted with her when you made this affidavit?—A. How long?
- Q. Yes.—A. Well, now you done hit a pretty hard proposition in this case. Mary Reeves is a half sister of mine and I never saw Mary Reeves until she came up here, but I had heard of this girl from a little thing on, but I never saw her until she came right down there. She introduced herself to me and told me about all her people.
- Q. I understand you now that the first time you ever saw her was when you made this affidavit?—A. Yes, sir; but I had heard of her.
- Q. What did you know about her parentage?—A. About which?
- Q. Her parentage.—A. Her parents?
- Q. Yes; who was her father?—A. Sam Murray; she claimed he was her father. After emancipation he taken the name of Sam Burton and if that be true that was her father and my father.
- Q. Who was her mother?—A. Cordelia Hampton, and that being true I know her mother.
- Q. Of what blood was Sam Murray or Burton?—A. My father, he was a freedman and part Mexican. Her mother was a Choctaw woman.
- Q. You mean Cordelia Hampton?—A. Yes, sir.
- Q. What degree of blood?—A. Well, she was, I guess, a full blood, I guess.
- Q. Were you acquainted with her?—A. I have seen her more times than I got fingers and toes.
- Q. Where did she live?—A. About 17 or 18 miles southeast or west from Shawnee-town. Near Red Hill. She is dead.
- Q. Was this woman and your father ever married?—A. No, sir.
- Q. You are positive of that?—A. Sure, she was an Indian and he was a darkey, and that was slave time.
- Q. Did this Cordelia Hampton ever marry?—A. I don't know whether she did or not. I was small and she was a grown, so I don't know.
- Q. Who was her father?—A. I can't tell you, sir.
- Q. What do you know about this applicant being a daughter of Cordelia Hampton?—A. I don't know only what she tells me about me; I don't know anything about that case any more than what she said, but if the man she represents being her father, it is my father. She shows to be an Indian by her hair and eyes.
- Q. If your father was of colored blood and this woman, Cordelia Hampton, was of Indian blood, how do you account for the fact that this applicant is her child?—A. I don't account for it at all. I am just giving what she told me, that is all I am accounting for.
- Q. You do not know anything about it?—A. No, sir.
- Q. Have you any reason to believe or disbelieve her statements?—A. No, sir; because she presented this about herself, nobody asked her about it.
- I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on May 14, 1915, filed by Mr. Webster Ballinger with the petition

for the enrollment of Mary Reeves, née Hampton, as a citizen by blood of the Choctaw Nation.

(See affidavit attached to petition of May Reeves.)

Q. Did you make this affidavit?—A. No, sir; I didn't make it that way. I didn't do it. Lon, Mike, and Julius is the sons of old man Isaac Hampton, and not the children of Cordelia, and this is the way I gave it in, too, and if that man wrote it that way you just as well as burn it up.

Q. That is the trouble; there will be no burning up, Webster.—A. I am going to give him the devil. I done heard about this before. If that lady was not in here—

Q. What did you hear?—A. I heard that he spoke this way on the application, that we knew these claimants.

Q. Who do you mean?—A. I mean Lindly; we gave him to understand that we didn't know these applicants and had never seen them before.

Q. So in the particular application here you do not know whether this applicant is a child of Cordelia Hampton or not?—A. I don't know.

Q. You do not know who her father or mother was?—A. Only by what she said.

Q. How much did this applicant give you for making this affidavit?—A. She hasn't given me nothing yet.

Q. Well, she promised you something if she got through?—A. Yes, sir. I says well if you get through as you are my sister, I don't charge you nothing, and I would be glad if she did get through.

Q. Did the other applicants promise you any money if their application went through all right—if they were enrolled?—A. None but that one who was supposed to be my sister and another one.

Q. What did the other one promise you?—A. She said she would give me double if she got through.

Q. You told me not long ago in our conversation that some of them had promised you \$100 if their applications for enrollment went through?—A. Yes, sir; some of them did that.

Q. Some did promise you \$100?—A. Yes, sir; \$100 if they went through.

Q. Was this promise made in the presence of any other person?—A. None except me and Nail.

Q. What did Durant get out of this?—A. I don't know if he got a nicker; I can't tell you. He might have got \$1,000; I can't say.

Q. Are you acquainted with Annie Abernathy?—A. Yes, sir; I am a little bit acquainted with her.

Q. Where does she live?—A. On the other side of the M. O. & G.

Q. In Reeves addition?—A. Yes, sir.

Q. Where did you first meet this Annie Abernathy?—A. Well I met around about, I never met her until I came here.

Q. Before you came to Muskogee to live?—A. Yes, sir.

Q. And you came here about 5 months ago?—A. I came here in December.

Q. What was this woman's name before she married?—A. I tell you I don't know nothing about that woman's name, I know her as Abernathy.

Q. You do not know what her name was before she married?—A. No, sir.

Q. Do you know who her parents were?—A. No, sir.

Q. Do you know who claimed to be her mother?—A. No, sir.

Q. Do you know any Tysons?—A. Choctaws; yes, sir.

Q. Where do they live?—A. Near Boggy, near Double Springs.

Q. Know any one named Tom Tyson?—A. Why, I didn't know an Indian by the name of Tom, but I know a nigger.

Q. Know a Sam Tyson?—A. Yes, sir; I have met him.

Q. You do not know whether either one of those persons was the father of this woman?—A. No, sir; I don't know.

Q. Do you know a Caroline Tyson?—A. No, sir.

Q. Do you know a Caroline Frazier?—A. Well, yes; I know Caroline Frazier.

Q. Do you know whether she married a Tyson?—A. No, sir.

Q. Do you know whether Caroline Frazier was the mother of this applicant?—

A. No, sir; I don't know whether she is the mother or not, but she said so.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on May 6, 1915, filed by Webster Ballinger with the application for the enrollment of Annie Abernathy, nee Frazier, as a citizen by blood of the Choctaw Nation.

(See affidavit attached to petition of Annie Abernathy.)

Q. You state that you do not know whether Caroline Frazier, now Tyson, was the mother of this woman?—A. I sure do, sir; I don't.

Q. Does Annie Abernathy appear to be of negro blood?—A. Not a bit; there aint a drop of negro blood in her.

Q. Does she live with the negroes?—A. Yes, sir; duly and lawfully married to one, so she says.

Q. Is she a mulatto?—A. She is about my color, maybe a little blacker.

Q. And what do you say your color is?—A. I call myself a yellow man. I ain't no ginger cake.

Q. What makes you say that she does not appear to have negro blood?—A. She ain't got no features whatever of a colored person; it is white and Indian.

Q. But as far as you know she might have negro blood in her?—A. She might, as far as I know.

I read you an affidavit purporting to have been made by you before Julius Golden on May 28, 1915, filed by Mr. Webster Ballinger with the application for the enrollment of Willis S. Taylor as a citizen by blood of the Choctaw Nation.

(See affidavit attached to petition of Willis S. Taylor.)

Q. Did you make this affidavit?—A. I made it in part, sir.

Q. When did you first meet this applicant?—A. Right here at this building.

Q. When?—A. I can't tell you what month.

Q. The day you made this affidavit?—A. Yes, sir.

Q. Do you know anything about this applicant's ancestors?—A. I don't know anything about his ancestors, but the Taylors, I know them.

Q. Who did he say his father was?—A. Sam Taylor.

Q. Who was Sam Taylor?—A. An Indian man.

Q. Where did Sam Taylor live?—A. Sam Taylor, I can't do that—

Q. Do you know Sam Taylor yourself?—A. I knew Sam Taylor, from time to time, at Wheelock.

Q. Was he a full blood?—A. No, sir; he didn't look like a full blood.

Q. Did he have negro blood in him?—A. No, sir; not a bit.

Q. Did this applicant have the appearance of having negro blood?—A. Not a bit. He didn't have any negro in him.

Q. Did he appear to be a white man?—A. White and blood Indian.

Q. Do you know whether he lived with the negroes?—A. No, sir; I don't know.

Q. You never met him when you were working as a deputy marshal?—A. No, sir.

Q. That statement, then, in this affidavit, is false?—A. Yes, sir. He spoke about that and tried to make me know him as a United States marshal, but I didn't.

Q. Were you ever a United States marshal?—A. Posseman.

Q. You do not know whether this applicant belonged to the Chitto Harjo Band?—A. He said he did; I don't know. I know I did.

Q. The statement contained in this affidavit that you have known the applicant for 35 years is false?—A. Yes, sir.

Q. Also the statement that the applicant had his home where his father did and was considered and recognized as a Choctaw Indian is also false?—A. Yes, sir.

Q. As far as your knowledge goes?—A. Yes, sir.

Q. What did you get for making this affidavit?—A. \$2.50.

Q. Were you promised any more?—A. Not a bit.

Q. Are you acquainted with Thomas Goings?—A. Tom Goings? I am acquainted with the Indian Goings. Yes; I am acquainted with Thomas.

Q. Do you know where he lives?—A. No, sir; I don't.

Q. Did you make an affidavit in Mr. Ballinger's office identifying Mr. Thomas Goings?—A. I have made no affidavit identifying a soul in Mr. Ballinger's office. I haven't did it and never will.

Q. Did you make any kind of an affidavit identifying the Goings?—A. I have. I did. I made an affidavit knowing some of the Goings.

Q. What Goings?—A. The Goings I knew are dead, and I told them at the time they were dead. Lelius Goings and Old Tom Goings— I know some of the Goings.

Q. What Lelius and Tom Goings were they?—A. Well, I don't know.

Q. Where did they live?—A. They lived now—Tom lived near Doakville, in Kiamichi County.

Q. Where did Lelius Goings live?—A. I just knew Lelius as I find him. I didn't know where he lived; he was a drinking man; I have met him at various places lots of times, but not having anything to say to him.

Q. Where is Doakville?—A. Way down here.

Q. Near Shawneetown?—A. Fifty miles this side of Shawneetown.

Q. Did you ever know William Goings?—A. Yes, sir.

Q. Thomas Goings?—A. Yes, sir; I know of these boys, but it has been years ago; those men were men when I was a boy. I didn't have no dealings with them.

Q. Did you know a woman named Delitha Goings?—A. No, sir.

I read you an affidavit purported to have been made by you before Julius Golden, a notary public, on June 15, 1915, filed by Mr. Webster Ballinger with his application for the enrollment of Thomas Goings as a citizen by blood of the Choctaw Nation.

(See affidavit attached to petition of Thomas Goings.)

Q. Did you make this affidavit?—A. Part I did, and part I didn't.

Q. You recollect this applicant, Thomas Goings, do you?—A. Yes, sir.

Q. Did he have the appearance of having colored blood?—A. No, sir; he was a white man.

Q. A white man?—A. Yes, sir.

Q. Did he have the appearance of having any Indian blood?—A. Yes, sir.

Q. What degree of blood did he look to be?—A. About one-quarter.

Q. You say you never met him until you made this affidavit in Mr. Ballinger's office?—A. Yes, sir.

Q. You did not know his father and mother?—A. No, sir; only what he said.

Q. You do not know whether he is related to William and Delitha Goings then or not?—A. No, sir; only what he said.

Q. You do not know whether he was a member of the Snake band?—A. No more than what he said.

Q. You do not know why he was left off of the roll or whether he made application?—A. No, sir; he said he didn't.

Q. Was this affidavit read over to you?—A. Yes, sir.

Q. Why did you make your thumb mark on an affidavit containing facts not within your personal knowledge?—A. Well, the fact of the business, we didn't half understand that Jew in his reading, and further, we were not studying about this at all.

Q. Do you understand the nature of an oath?—A. No, sir; I don't. What is it?

Q. You know what it means to swear to tell the truth?—A. Yes, sir.

Q. You were sworn to these papers?—A. Yes, sir.

Q. You know there is a severe penalty attached to false swearing?—A. Yes, sir. I have heard that and I am here to tell you that that there was things put in there we never put there.

Witness excused.

Webster Burton, recalled on August 6, 1915:

Q. Are you acquainted with Angie Flanagan?—A. Just right down here to the office.

Q. You met her first in Mr. Ballinger's office?—A. Yes, sir.

Q. Did you make an affidavit for her?—A. Yes, sir; I think I did.

Q. Was that the day you met her?—A. Yes, sir; the first time I ever saw her.

Q. What did you testify to for her?—A. Well, we taken up the kind of Indian she said she was and the names of those Indians; why, if I knew them Indians from the roll I would testify that I knew that.

Q. Well, who was her father?—A. I couldn't tell now.

Q. Who was her mother?—A. I don't know that now. They would call the names and I would testify to those people's names.

Q. You do not know of your own personal knowledge that the persons she claimed were her father and mother were her father and mother?—A. No, sir.

Q. You say Mr. Lindly wrote out on the typewriter all the affidavits you signed?—A. Yes, sir; he wrote every one I signed.

Q. Did you tell Mr. Lindly that you were well and personally acquainted with the father of this woman?—A. Who was it that she claimed was her father and mother, I told him I was acquainted with them.

Q. Do you know a Ruth family?—A. No, sir; I don't know no Choctaw Ruths.

Q. Does this family claim to be Chickasaw?—A. Chickasaw, I think; Choctaw or Chickasaw.

Q. You do not know which nation this Ruth woman claimed to be a member of?—A. No, sir; I don't.

Q. Did you ever know a Thomas Ruth?—A. No, sir; I don't know a Ruth.

Q. Did you tell Mr. Lindly that you were well acquainted with this woman's father and that his name was Thomas Ruth?—A. No, sir.

Q. Ever know a deputy marshal by the name of Ruth?—A. Nope; I don't think I did.

Q. Did you tell Mr. Lindly that this woman's father was a deputy marshal?—A. No, sir; I ain't told Mr. Lindly that anybody's father was a deputy marshal.

Q. Do you know a Harrison woman?—A. I know some Indian Harrisons.

Q. What nation do they belong to?—A. They were Choctaws.

Q. Do you know whether this woman claimed that her mother was a Harrison?—

A. Yes, sir; she claimed that her mother was a Choctaw, that is what she claimed.

Q. You do not know that her mother was a Harrison?—A. Yes, sir; she claimed she was a Harrison.

Q. Do you know a Harrison woman?—A. Yes, sir; I know one or two, scarcely, just met them.

Q. Did Mr. Lindly question you about them?—A. He asked me if I knew them.

Q. And he wrote this affidavit after he questioned you?—A. Yes, sir; and I told him I didn't personally know these Harrisons.

Q. What was the given name of one of the Harrisons you knew?—A. Joe.

Q. Any others?—A. Ben.

Q. You just know two Harrisons, Joe and Ben?—A. Yes, sir.

Q. Were Joe and Ben related?—A. I couldn't tell; I guess they were though.

Q. You do not know?—A. No, sir; I couldn't tell you.

Q. You do not know whether either one of these persons named were related to this applicant?—A. No, sir; I don't know whether they is or not.

Q. Did you ever know a Sloan Harrison?—A. I have heard of him; never met him in my life.

Q. Simply know of him?—A. Yes, sir; heard of him.

Q. What did you hear?—A. Why I heard he was a Choctaw, full-blood, and that he was a pretty bad man.

Q. Where did he live, do you know?—A. Couldn't answer that question as to just where he lived; I couldn't answer that properly.

Q. Did you tell Mr. Lindly that the mother of this applicant was one of the Harrisons? That her name was Anna, and that she had her own home on the public domain the same as did her father who was known as Sloan Harrison together with his wife, the grandmother of this applicant who claimed to come from Mississippi?—A. No, sir; I don't know where they come from; I didn't tell that.

Q. Did you go on then and tell Mr. Lindley that they lived unmolested as Choctaws until the time of their allotment and that their names had not been placed on the roll and they lost out and other Indians filed on the homes that they had made?—A. No, sir; they told that themselves.

Q. Did you tell Mr. Lindley that the father, James Ruth, was a statesman?—A. No, sir; because I don't know nothing about it.

Q. That the mother was a resident of the Choctaw and Chickasaw Nations and claimed to be a Choctaw by blood?—A. No, sir; they told that, old man Nail told that.

Q. You did not tell Mr. Lindly that?—A. No, sir.

Q. Did you make this affidavit? Did you place your thumb mark on it?—A. (Witness examines affidavit as to thumb mark.) I guess I must have made it.

Q. Was the affidavit read over to you?—A. Yes, sir.

Q. Who read it to you?—A. Golden.

Q. Did you understand it?—A. No, sir.

Q. Did you not understand that you were swearing to those facts?—A. I told Golden I didn't understand them.

Q. Did Golden swear you to that?—A. Yes, sir.

Q. Did he read it over to you?—A. Yes, sir; he read it.

Q. As a matter of fact did you care what they had in the affidavits?—A. (Witness does not answer.)

Q. How much did you get out of this, for making this affidavit?—A. I haven't got a fighting cent.

Q. How much was promised you?—A. One dollar, but they never paid it.

Q. Did you care what facts were contained in the affidavits just so you got your money?—A. No, sir; I don't want to say that because I do. I find those affidavits were not made exactly like I swore to. There is an affidavit that I told those men I didn't know anything about those people [indicating affidavit of his in case of Angie Flanagan].

Q. Did you ever have any conversation with Mr. Lindly about these affidavits? Did he give you to understand that he wanted you to testify to these facts whether they were or were not within your personal knowledge?—A. I tells Mr. Lindly this: If there is a fraud in this, I don't want to fool with it, but if it is square and true it is all right. The Indians I knew I testified to, but the Indians I didn't know I wouldn't swear to.

Q. What do you think of this, do you think it is a fraud?—A. I don't know, I couldn't tell you. I seen into this business a long time ago and saw it was a fraud.

Q. What was that?—A. This blood-right business, several years ago, and I saw it was a fraud.

Q. What were you trying to do, get on the roll as a citizen by blood?—A. Yes, sir; Choctaw by blood.

Q. Is this Angie Flanagan of colored blood?—A. Yes, sir; full of it.

Q. You can tell that by her appearance?—A. Yes, sir; tell it from every thing.

Q. What color is she?—A. Some of you say bay, and if you use that word she is that color, she is a dark brown skin woman.

Q. Do you know Emma Jones, née Ervin?—A. Where does she live?

Q. She is given in the application as living at Vian.—A. Yes, sir; I have met Emma Jones.

Q. Where did you get acquainted with her?—A. In Mr. Ballinger's office.

Q. Did you make an affidavit for this woman?—A. Yes, sir; for the tribe of Indians she claimed she was.

Q. Did you get acquainted with her the day you made the affidavit?—A. Yes, sir; the first time I ever saw her.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on May 23, 1915, filed by Mr. Webster Ballinger with petition for the enrollment of Emma Jones, née Ervin, as a citizen by blood of the Choctaw Nation.

(See affidavit attached to petition of Emma Jones, née Ervin.)

Q. Did you make this affidavit?—A. Yes, sir; I didn't make it knowing the Ervin family, though.

Q. You did not make it knowing the Ervin family?—A. Not until she came up to the office.

Q. You took her statement for the facts to which you testified in the affidavit?—A. Yes, sir.

Q. You did not know of your own personal knowledge?—A. No, sir; I swear to God I didn't. The Indians she said she claimed to belong to I said I knew them and I do know them.

Q. You do say that you know the Ervin family?—A. Yes, sir.

Q. Do you know Joe Ervin?—A. Yes, sir.

Q. Where did Joe live?—A. At that time he lived in Towson County.

Q. Near what place?—A. Well, I guess, as near as I can recollect now—

Q. Did he have a brother?—A. I don't know whether Columbus is brother or not.

Q. What relation was Columbus to him?—A. I don't know.

Q. Did you testify in this affidavit that Columbus was a brother of Joe?—A. No, sir; I didn't testify that; I testified that I didn't know they were brothers but knew who they were.

Q. Did they claim this applicant had a daughter?—A. Yes, sir.

Q. What is her name?—A. I don't know now, I don't know.

Q. You met the daughter down here in Ballinger's office?—A. Yes, sir.

Q. Was she with the applicant?—A. Yes, sir.

Q. Was her name Evergreen Reeves?—A. Yes, sir; that is it, Evergreen Reeves.

Q. Was this applicant, Emma Jones, née Ervin, a woman of negro blood?—A. If she has a drop of negro blood in her, Judge, I couldn't see it; I don't think you could see it.

Q. What did she claim to be?—A. Full-blood Choctaw.

Q. Didn't look like she had any negro blood in her?—A. No, sir; she didn't.

Q. I exhibit to you a photograph attached to this affidavit and ask you to state who she is?—A. That is the old lady's daughter, Evergreen Reeves.

Q. How about the daughter, did she look to have negro blood in her?—A. She might have had a little, but it don't show much.

Q. Shows it some, though?—A. Shows a little negro blood.

Q. Are you acquainted with Lizzie Campbell, née Lenox, née Brown?—A. I don't know whether I am or not. Who is she?

Q. She states she is 53 years of age and lives in Muskogee.—A. I am not sure. If I heard who she said her Indians are—I can't think of all those people's names that came up there.

Q. You can not place this woman now?—A. No, sir.

Q. You do not know whether you made an affidavit in Ballinger's office or not?—A. I don't know whether I did or not.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on April 24, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of Lizzie Campbell, née Lenox, née Brown.

(See affidavit attached to petition of Lizzie Campbell, née Lenox, née Brown.)

Q. Did you make this affidavit?—A. Yes, sir; I made it.

Q. Were the facts contained therein within your personal knowledge?—A. Yes, sir.

Q. You told me awhile ago that you did not know these applicants?—A. Not until I could hear what Indians they claimed.

Q. Who is Lizzie Campbell?—A. I knew her from the young woman up until her age now.

Q. Why didn't you know her?—A. I knew her by the name of Lenox.

Q. How long have you known her?—A. About 35 years; I think that's about right.

Q. How old a woman is she?—A. Lizzie—I guess Lizzie is 50 or 60 years old, I guess.

Q. Where did you first get acquainted with her?—A. In the Choctaw Nation.

Q. What part of the Choctaw Nation?—A. Up there on Wheelock, but they moved from there up to Old Doaksville and Sandy Creek, we called it.

Q. How old was she when you first got acquainted with her?—A. Lizzie was a young woman.

Q. Was she a young woman when you got acquainted with her?—A. Yes, sir; about grown. I suppose; might have been about 13 or 14 or more when I got acquainted with her.

Q. Who was she living with?—A. Some old colored folks.

Q. Colored folks?—A. Yes, sir; she was with them.

Q. She is of colored blood herself?—A. Oh, yes; she has some colored blood.

Q. Who was her father?—A. I don't know.

Q. Who was her mother?—A. Mrs. Turnbull was her mother; I believe it was Mandy or Betsy; one of these women, I think, was her mother.

Q. Do you know a Betsy Turnbull?—A. Yes, sir.

Q. They were two different persons?—A. Yes, sir; I don't know what relation they were.

Q. You do not know whether they were related or not?—A. No, sir; but I certainly know them.

Q. Did this applicant have any other brothers?—A. Well, she said she did; I don't know whether she did or not.

Q. You do not know yourself?—A. No, sir.

Q. Did she have any sisters?—A. No; I don't think she did, at least, I have never heard of them.

Q. How long have you known her?—A. Just like I told you; I have been knowing Lizzie every bit of that time.

Q. How long did you say you have known her; how long has it been since you got acquainted with her?—A. About 30 years.

Q. And have known her ever since?—A. Yes, sir.

Q. Where do you say she was living?—A. Down in Choctaw Nation, near Wheelock.

Q. How long has she lived there?—A. I don't know.

Q. You lost sight of her?—A. Yes, sir; heard she was living on Sand Hill Creek.

Q. How long did she live on Sand Hill Creek after you first got acquainted with her?—A. Well, I don't want you to ball me up.

Q. Where did you first find her?—A. Near Wheelock, in the Choctaw Nation.

Q. How long did she continue to live there after you first got acquainted with her?—

A. I don't know that. They moved to Sand Hill Creek from Wheelock.

Q. How far was that from Wheelock?—A. Let's see now, it might have been 15 or 17 miles from Wheelock.

Q. Do you know how long you knew her at Wheelock?—A. No, sir; I don't know.

Q. Long or short time?—A. I don't know exactly how long.

Q. Several years?—A. Several years; yes, sir.

Q. Then you knew she moved to Sand Hill?—A. Yes, sir.

Q. How long did you know her at Sand Hill?—A. I can't tell how long.

Q. Several years?—A. I guess it might be; she left there.

Q. See anything more of her then?—A. Never saw her until she came to Muskogee.

Q. Where did you live?—A. Shawneetown.

Q. How far is Shawneetown from Wheelock?—A. Ten miles.

Q. Now, you say she left Sand Hill?—A. She left Sand Hill, because I found her here.

Q. When did you lose sight of her?—A. I left her in that country when I left.

Q. You left her where?—A. Down in the Choctaw Nation near Doaksville.

Q. Was she at Sand Hill when she left Shawneetown?—A. I guess so.

Q. You do not know?—A. No, sir; I don't know.

Q. When did you leave Shawneetown?—A. I can't tell you the date.

Q. How long ago?—A. It has been a great while; just can't say. I left Shawneetown when I was quite small, young man, and I am about 60 years old now.

Q. You lost sight of her and never saw her until you were in Muskogee?—A. Yes, sir.

Q. How long before that was it that you met her in Ballinger's office?—A. That was a month.

Q. Did you see much of her or just meet her once?—A. Just once. I went to her house; she was looking for me to come up. I stayed all night with her.

Q. With her?—A. With them; you heard what I said. She wanted to talk over this business and we stayed up and talked this business over.

Q. Is she married?—A. Yes, sir.

Q. What is his name?—A. I don't know.

Q. How long has she been married to her husband?—A. I don't know.

- Q. Was she married at Sandy Hill?—A. Yes, sir.
- Q. What was his name?—A. Lenox something.
- Q. Was Lenox his given or surname?—A. I don't know.
- Q. Was Lenox her first husband?—A. The first I knew anything about.
- Q. What became of Lenox?—A. He died.
- Q. How long has he been dead?—A. I couldn't tell.
- Q. Did she marry after that, before she married this man she is living with now?—A. Not that I know of; I lost sight of her.
- Q. You know that she is the same woman you knew at Sandy Hill?—A. Yes, sir; I would swear that.
- Q. What do you know of her being of Choctaw blood?—A. Now you have got me; I know what she says.
- Q. I am asking you of your own personal knowledge.—A. I don't know of my own personal knowledge.
- Q. You do not know anything about her Choctaw blood?—A. No, sir; I don't know, but it looks to me—
- Q. Does she look to be over one-half negro?—A. She looks to be over one-half Indian.
- Q. What is her color?—A. She aint quite as fair as you are.
- Q. Is she a mulatto?—A. I guess you might call it that, between mulatto and Indian.
- Q. Then she looks to have negro blood in her?—A. She don't look like she has a drop of nigger in her.
- Q. What color is her husband?—A. He is as black a negro as you ever saw almost.
- Q. You testified in this affidavit here that you knew the ancestors of Lizzie Campbell. Do you know what the word ancestors means?—A. Ancestors means her relatives, don't it.
- Q. The persons from whom she descended.—A. Is that what it means?
- Q. Who did you say her mother was?—A. I didn't say who her mother was. You wouldn't let me tell you what she said. I was just telling you the Indians what I knew.
- Q. You really don't know anything about her parentage, then?—A. No, sir.
- Q. You do not know that her mother was a Brown, née Turnbull?—A. No, sir.
- Q. You do not know who her father was?—A. No, sir.
- Q. Who was old William Turnbull; did he have any daughters?—A. I don't know whether he had or not.
- Q. Do you know whether he had a daughter by the name of Lizzie, or Elizabeth?—A. I don't know; she says she was his daughter.
- Q. Do you know that he had a son named Joe?—A. Yes, sir; he had a son named Joe.
- Q. Who was the father of Joe?—A. Old man—oh, let's see—if I don't forget his name now; I know him as good as I do myself. Yes; he had a son.
- Q. Was there a Turner Turnbull?—A. I don't know whether there was or not; there might have been.
- Q. Was there a Levi Turnbull?—A. Yes, sir.
- Q. Who was he?—A. I don't know.
- Q. Was there a Dan or Daniel Turnbull?—A. Yes, sir; there was a Daniel.
- Q. Do you know who Daniel's father was?—A. No, sir; I don't know, really.
- Q. Do you know whether Daniel and Levi are related?—A. No, sir; I don't.
- Q. Do you know Simeon Turnbull?—A. Yes, sir.
- Q. Do you know whether Simeon and Daniel are related?—A. I don't know.
- Q. Who was Simeon's father?—A. I don't know.
- Q. Know who Daniel's father was?—A. No, sir; I don't really know; it has been a long time since I have been among those people.
- Q. Do you know Turner Turnbull?—A. Yes, sir.
- Q. Is he living or dead?—A. I couldn't say. I think he is dead.
- Q. How about Simeon?—A. They all of those fellows are dead.
- Q. Did you testify in this affidavit that Simeon and Turner Turnbull are living?—A. No, sir; I don't think I did; there is an old Simeon and a young Simeon. I testified I knew the old Simeon.
- Q. Where is Gates Creek?—A. That is the name where this family lived.
- Q. Did you know this woman when she lived on Gates Creek?—A. Yes; place known as Sand Hill Creek, long ago.
- Q. Did this woman have any children?—A. One dead.
- Q. How old?—A. I don't know how Will is.
- Q. Will is his name?—A. Yes, sir.
- Q. When did you first get acquainted with Will?—A. Over there on Gates Creek.

- Q. He was a baby then?—A. Yes, sir.
- Q. Was he the child by the last husband?—A. No, sir; the first husband.
- Q. What did you get for making this affidavit?—A. Not a nickel.
- Q. Are you acquainted with Josie L. Arnold?—A. Yes, sir.
- Q. Where does she live?—A. Out in Reeves Addition.
- Q. How old a woman is she?—A. I can't tell how old Josie is; looks like she was about 27 or 28 years old.
- Q. Rather a young woman?—A. Seems to be.
- Q. Married?—A. Yes, sir.
- Q. What is her husband's name?—A. Arnold.
- Q. What was her name before she married?—A. That is something I don't know anything about; why I just met her here.
- Q. You first got acquainted with her in Ballinger's office?—A. Out there in Reeves Addition.
- Q. How long ago?—A. Been about three months ago, I reckon.
- Q. This is the first time you met her to know her?—A. Yes, sir; first time.
- Q. She made application for enrollment in Ballinger's office downstairs?—A. Yes, sir.
- Q. Did you make an affidavit for her?—A. I guess so. She asked me to help her.
- Q. This woman asked you to make an affidavit, did she?—A. Asked me to help her.
- Q. You made an affidavit for her?—A. Yes, sir.
- Q. What did you testify to?—A. I don't know but only to what Indians she claimed through.
- Q. You so not remember who she claimed was her father and mother?—A. No, sir.
- Q. Or who she claimed raised her?—A. No, sir.
- Q. Is she of colored blood?—A. There is mighty little, if any.
- Q. Does she live with colored people?—A. With her husband.
- Q. Is he black?—A. Not quite as black as you ever saw, but black enough.
- Q. Has she any children?—A. I don't know whether she has or not.
- Q. Did you ever hear her say where she lived before she came to Muskogee?—A. No, sir; I don't think I heard her say.
- Q. How long has she lived in Muskogee?—A. No, sir; I don't know.
- Q. Do you know how long she has lived in the Choctaw Nation?—A. No, sir.
- Q. You do not know who her father was?—A. No, sir.
- Q. Do you know who her mother was?—A. No, sir; only what she said.
- Q. You do not know yourself, then?—A. No, sir; I might know if I heard their names.
- Q. You only know what she said about it; you do not know of your own personal knowledge?—A. No, sir; I don't know.
- Q. Did you testify that you first knew this woman when she lived with an old colored woman named Aunt Callie Green?—A. No, sir; I didn't do that.
- Q. Did you ever know a woman named Callie Green?—A. Yes, sir.
- Q. But you do not know that this woman lived with her?—A. No, sir, I don't; I stated in that affidavit that Callie Green has a little yellow girl, but I don't know whether this is the woman or not.
- Q. Where were you living at that time?—A. In the Chickasaw Nation.
- Q. How far from Aunt Callie Green?—A. About 2½ miles from old lady Callie Green.
- Q. How long did you live there?—A. I lived around Wiley, around about there, for 12 years.
- Q. When was this; how long ago?—A. I couldn't tell you just exactly how long ago.
- Q. Well, about how long?—A. Been about 18 or 19, maybe 20 years.
- Q. How old was this little girl that you spoke of?—A. This girl was a little small girl; I don't know whether this is the girl or not; she says she is.
- Q. You do not know whether this little yellow girl that you spoke of would be about the age of this applicant?—A. Well, not probably, the girl might of been; I don't know for truth; I don't know.
- Q. Was this little yellow girl the daughter of Aunt Callie Green?—A. No, sir.
- Q. Whose daughter was it?—A. I don't know.
- Q. How old was she when you went there?—A. I don't know; might of been 5 or 6 years old.
- Q. Do you know who her father was?—A. No, sir.
- Q. You do not know anything about her relatives?—A. No more than what she says.
- Q. Who says?—A. This applicant.
- Q. You do not know whether this girl that was living with Aunt Callie Green was the child of Sofia Kemp?—A. I don't know no Sofia Kemp; I don't know no Sofia Kemp.

Q. You do not remember a woman named Sofia Kemp, a full-blood Chickasaw woman?—A. No, sir; I don't.

Q. Do you know a Jackson Kemp?—A. Yes, sir; I know him.

Q. But you do not know whether Jackson had a daughter named Sofia Kemp?—A. He might of had, but I don't know.

Q. Who was Benjamin Kemp?—A. I know him, but I don't know what family he belonged to.

Q. What relation was Joel Kemp to Benjamin Kemp?—A. I think—I don't know it to be true, but I think they were brothers or first cousins.

Q. Some difference in that?—A. I know that.

Q. You do not know whether Benjamin or Joel Kemp had a sister named Sofia Kemp?—A. No, sir; I heard Nail say so.

Q. You heard Nail say so?—A. Yes sir.

Q. You do not know that yourself?—A. No sir; know nothing about that sister. I never gave it, for I don't know it is so; you can just scratch it out.

Q. Now you did not testify to this before Julius Golden as knowing it did you?—A. This woman you talk about being the sister of those boys, knowing that I say I didn't.

I read you an affidavit purporting to have been made by you before Julius Golden a notary public, on June 22, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of Josie L. Arnold as a citizen by blood of the Choctaw Nation.

Q. How much did you receive for making this affidavit?—A. \$2.50.

Q. Who paid you the \$2.50?—A. That girl.

Q. Did you make an agreement with her before you made the affidavit that she was to pay you \$2.50 to make the affidavit?—A. No sir; I didn't make no agreement; she asked me what I charged, and I told her I would leave it to her, and she said she would pay \$5.

Q. What went with the other \$2.50?—A. She gave it to Nail. We sure needed it, and we need it until yet.

Q. What did Durant get out of this?—A. I have not seen Durant get a nickel.

Q. How much did Golden get?—A. \$2.

Q. Did you see her pay it to him?—A. I guess so; I handed it to him.

Q. She gave it to you, and you handed it to him?—A. Yes sir.

Q. She must have had more than \$5?—A. She gave me \$5 for myself and brother Nail, and I gave him half, and she gave me \$2 to give to Golden.

Q. Did you tell her what Golden charged?—A. Yes, sir.

Q. How did you know what he charged?—A. My God, I am right there all the time.

Q. Did Golden have any regular charge?—A. Regular charge was \$2.

Q. No matter what he did?—A. No matter what he did, it was \$2; that was his price, and I argued it, and he said it was low.

Q. Why did you argue it?—A. Thought it was too much.

Q. Did Golden do any work on these affidavits except his seal on them and sign them?—A. That is all.

Q. Mr. Lindly wrote them all out?—A. He did.

Q. Did Mr. Lindly get any money?—A. Not a nickel.

Q. Not so far as you know?—A. No, sir; and I have heard him tell people they couldn't pay him a nickel.

Q. Why?—A. They couldn't do it.

Q. Did he claim he was in the Government service?—A. No, sir; he said he was working for Webster Ballinger.

Q. Did he say Webster Ballinger was in the Government service?—A. No, sir.

Q. Did Durant claim to be in the Government service?—A. I never heard him say. (Witness excused.)

Lee G. Grubbs, being first duly sworn, states that, as stenographer to the national attorney for the Choctaw Nation, he reported the proceedings in the above-entitled case on the 3d and 6th days of August, 1915, and that the foregoing is a true and correct transcript of his stenographic notes thereof.

(Signed) LEE G. GRUBBS.

Subscribed and sworn to before me this 21st day of August, 1915.

(Signed) R. P. HARRISON, *Clerk.*
By A. G. McMILLAN, *Deputy.*

(Exhibit M.)

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Muskogee, Okla., July 30, 1915.

In the matter of the enrollment of various persons as citizens of the Choctaw Nation. W. M. James, being first duly sworn by William L. Bowie, deputy clerk of the United States court for the eastern district of Oklahoma, on oath testifies as follows: Examination by William L. Bowie on behalf of the superintendent for the Five Civilized Tribes:

- Q. What is your name?—A. William James.
- Q. Have you any middle initial?—A. William M. James.
- Q. You sign your name W. M. James?—A. W. M. James.
- Q. What is your age?—A. I was born in 1846.
- Q. Are you a citizen of any of the nations?—A. No, sir; I was born and raised in Kentucky.
- Q. You are not enrolled as a freedman then?—A. No, sir.
- Q. Where did you say you were born?—A. In Kentucky.
- Q. In what county?—A. Washington County; Springfield is the county seat.
- Q. How far did you live from Springfield?—A. Three miles north.
- Q. How long did you live there?—A. Until I was 20 years old.
- Q. Then where did you go, William?—A. I went from there to Louisville and worked on a boat from Louisville to New Orleans.
- Q. How long did you run on the boat?—A. I run on the boat during 67, 68 and part of 69.
- Q. Then where did you go from there?—A. Came out here.
- Q. From there to Muskogee?—A. To Indian Territory.
- Q. Where did you live in the Indian Territory?—A. I stopped around Fort Gibson.
- Q. How long did you stay there?—A. I got work in the survey gang for the Katy in 70 and worked on the road to Denison, Tex.
- Q. How long did you work with the survey party?—A. I worked with it until they got through and then helped them to grade into Parsons.
- Q. How long were you in Parsons?—A. I didn't stay there over 3 or 4 days.
- Q. Where did you go then?—A. I worked on the railroad until it was completed. I drove a supply wagon.
- Q. From Parsons down to Denison?—A. Yes, sir.
- Q. Where did you next settle down?—A. I stopped in Denison in 1872; they completed the road in 1872, and I stopped in Denison until July, 1873.
- Q. Then where did you go next?—A. Came back to Muskogee. It had just started to build.
- Q. And have you resided here continuously ever since?—A. Ever since; I have not been out of town for years.
- Q. Have not been out of town?—A. No, sir, not 20 miles away.
- Q. You have not been 20 miles away from Muskogee?—A. No, sir; to stay any length of time, since 1873.
- Q. Are you acquainted with one Jackson Barrett?—A. No, sir; I am not acquainted with Jackson Barrett.
- Q. You say that you are not acquainted with Jackson Barrett?—A. No, sir.
- Q. Did you ever live at Boswell?—A. No, sir.
- Q. Never resided there?—A. No, sir.
- Q. Have you ever been in Boswell?—A. I have.
- Q. Ever stay there any length of time?—A. No, sir; I used to go to Boswell while running over the country in the early day buying cattle for cattlemen.
- Q. Are you acquainted with Thomas Hunter?—A. No, sir.
- Q. With Silas Hunter?—A. No, sir.
- Q. With Nelson Hunter?—A. No, sir.
- Q. Were you ever acquainted with Toliver Barrett?—A. No, sir.
- Q. With Francis Barrett?—A. No, sir.
- Q. Did you ever know Billy Hunter?—A. No, sir.
- Q. You never knew any of the Choctaws?—A. No, sir; was not very well acquainted with them.
- Q. Did you know any of the Choctaw freedmen?—A. No, sir. None of the Choctaws and Chickasaws, but I knew the Creeks and Cherokees. I drove a mail hack all through here.
- Q. I will read you an affidavit purporting to have been made by you and bearing your thumb print acknowledged to before Julius Golden, notary public of Muskogee County, Okla., under date of March 13, 1915, filed by Mr. Webster Ballinger with the

application for the enrollment of Jackson Barrett et al. as citizens by blood of the Choctaw Nation, which is as follows:

"That he is well and personally acquainted with the applicant; that he first knew him at Boswell, Okla., about 20 years ago.

"That he has always known that his mother was one of the Hunter family and that he was well and personally acquainted with her brothers, Thomas Hunter, Silas Hunter and the oldest one that died long time ago, Nelson Hunter; that were all Choctaw Indians and that the said Thomas Hunter run for governor at the last election that the Choctaws had.

"That the applicant is now living at Haskell, Okla., where he moved a short time ago; that prior to that time I knew him in the Chickasaw Nation and first and most in the Choctaw Nation.

"Affiant further stated that the applicant went to Texas and stayed for a while, but this was after 1900; that wherever I have known him he has always been recognized as a descendant of the Hunter family, his mother having been the sister of the above-named Hunters, and as a Choctaw citizen.

"(Signed, by thumb mark.) W. M. JAMES."

Q. Did you make this affidavit?—A. I don't think I did that—for a Choctaw.

Q. You deny that you ever made such an affidavit?—A. Yes, sir; for a Choctaw.

Q. You do not know the Jackson Barrett named in this application?—A. No, sir, I don't know nothing at all about that, for I was not acquainted with that Choctaw family at all.

Q. You are not acquainted with that Choctaw family at all?—A. None of the Choctaw families at all.

Q. You do not know any of the members of the Hunter family named in this petition?—A. No, sir.

Q. You do not know the applicant or any of his ancestors?—A. No, sir.

Q. His father, mother, sisters, or brothers?—A. No, sir.

Q. Are you acquainted with Julius Golden, who executed this affidavit?—A. Yes, sir.

Q. Is he a notary public?—A. Yes, sir.

Q. Will you make your thumb mark on this blank sheet of paper, so we can compare it with the thumb mark in the affidavit which I have just read to you?—A. Yes, sir.

(Thumb mark of witness attached hereto.)

Q. Did you ever appear before Julius Golden and make an affidavit in any matter at any time?—A. For the Creeks, I have.

Q. You mean that you made some affidavits as to the identity of some Creeks?—A. Yes, sir.

Q. Where did you make these affidavits?—A. Down here in Lindly's office.

Q. In Mr. Lindly's office?—A. Yes, sir.

Q. Where is that located?—A. In the Metropolitan Building, on the second floor.

Q. In the same building with the Indian Agency?—A. Yes, sir.

Q. You speak of Mr. Lindly, do you know his initials?—A. Matt, I think they call him.

Q. Matt Lindly?—A. Yes, sir.

Q. What is Mr. Lindly's business?—A. Well, I don't know; he said he was sent here by the Government to enroll the Creeks who were left off.

Q. You say that he was sent here by the Government; that is what he said?—A. Yes sir; that is what he said.

Q. Did Mr. Lindly tell you this himself?—A. No, sir; he was not talking to me direct, but I heard him talking to others.

Q. In his office?—A. Yes, sir.

Q. What did he say as to these other persons in his exact words, as you remember?—A. Well, I can't tell—I was not paying very much attention to the matter. He said that all the cases he got up that went through he got pay for, and if they didn't he got nothing.

Q. What is that, now?—A. He said all the cases he got up that went through is the way he got his pay, but if they didn't go through he didn't get nothing.

Q. In what official position was he?—A. I don't know that; I couldn't tell that. It seems that Ballinger, at Washington—he was up there and Mr. Lindly was at this end taking care of it. Mr. Ballinger paid the office rent.

Q. Mr. Lindly said that Ballinger was paying the office rent?—A. Yes, sir; I saw a check from him.

Q. Who was the check signed by?—A. Ballinger.

Q. Can you sign your name?—A. No sir.

Q. Can you read?—A. No sir.

Q. Do you remember the names of the persons for whom you made affidavit in Mr. Lindly's office?—A. I do.

Q. Name as many as you can.—A. I remember Lucy Smith, a daughter of John Jefferson.

Q. Is she a Creek?—A. Yes, sir.

Q. Freedman?—A. Yes, sir.

Q. Any others, Bill?—A. Well, yes, sir; but they don't come to my mind now. There were several.

Q. Well just name those that you remember.—A. Mrs. Anderson, who lives at Tulsa, the daughter of Joan Hodges.

Q. All right, go ahead.—A. Well, I don't think I can remember any more.

Q. Who prepared the affidavits for your signature in the cases you just mentioned?—A. Mr. Lindly; you mean who typewrote them off?

Q. I mean who prepared them?—A. Durant; he did all the writing.

Q. How did he write them—with a pencil?—A. Yes, sir.

Q. What did he then do with them?—A. He carried them to Mr. Lindly.

Q. What did Mr. Lindly do with them?—A. Mr. Lindly taken them and typewrote them.

Q. Mr. Lindly used the typewriter?—A. Yes, sir.

Q. Who wrote the affidavit you signed? Mr. Lindly?—A. Yes, sir.

Q. After Lindly wrote the affidavit what was done with it?—A. It was sworn to before Mr. Golden.

Q. Was Golden in the same office?—A. No, sir; he was across the street, but he would come up there.

Q. Were the affidavits you signed read to you?—A. Sometimes they were and sometimes not.

Q. Did you make your thumb mark on any affidavits without having them read over to you?—A. I don't know as I did; I might have, but I wouldn't be positive about it.

Q. You can not be positive about it?—A. No, sir; but I don't think they were all read to me.

Q. Who read those to you that were read over?—A. Mr. Golden and sometimes Durant.

Q. Sometimes Durant?—A. Yes, sir.

Q. Were you paid anything for making those affidavits?—A. No, sir; I was not paid anything; not until they got it through, outside of a little expense money.

Q. You were not paid anything?—A. No, sir; not until they got it through, except my little expenses.

Q. If the men got these cases through what were you to receive?—A. I was to get \$25 a head.

Q. You were to get \$25 a head?—A. Yes, sir.

Q. Who promised you that?—A. The ones that were making the applications.

Q. Did Mr. Lindly or Durant, or anyone else, sanction that?—A. No, sir; they did not sanction that at all; the applicants that were making applications if they got through were to pay the witness fee.

Q. How did the applicants come to promise you \$25?—A. For making a witness for them.

Q. Did you ask the witnesses to agree to pay you \$25 for acting as a witness for them?—A. I asked them what they would allow me for making it—for helping them through.

Q. You exacted that?—A. Yes, sir.

Q. Did you tell these persons that you would act as a witness for them if they would give you \$25?—A. No, sir; I asked them what they would give me.

Q. And they said in each case they would give you \$25?—A. Yes, sir.

Q. You said just now, James, that you were to have your expenses paid; who agreed to pay your expenses?—A. The ones who were making applications gave me 50 cents.

Q. Were you told to get all you could out of the witnesses?—A. No, sir; I was never told that.

Q. You were never told that?—A. No, sir.

Q. Do you know Perry Rodkey?—A. Yes, sir.

Q. Was he connected with this office down stairs?—A. No, sir. He was not here; he was at Okemah. I met him once or twice around town here.

Q. Have you ever seen Mr. Ballinger?—A. No, sir; I did see him once at Hickory Ground.

Q. When was that?—A. I think it was in 1909.

Q. What is Mr. Ballinger's official position?—A. I don't know.

Q. Were you ever given to understand what his official position was?—A. No, sir.
 Q. Was it represented to you by any person that he was in the Government service?—
 A. No, sir; not more than that he was in this enrolling business like Lindly is now. I
 don't know that he was connected with it any more than that he was taking care of it
 in Washington; that is what they say; I don't know.

Q. You understand, then, that these persons down stairs are working under Mr.
 Ballinger?—A. Yes, sir; they are in his employ.

Q. Did you understand what these persons were receiving; whether they were
 getting a salary?—A. No, sir; I don't. They said if the cases were not good they didn't
 get anything out of it, but if the cases were good, they got their salary. I only heard
 Mr. Lindly say this.

Q. What work did Nelson Durant do?—A. Well, he done like this gentleman here
 is doing all right [indicating stenographer].

Q. Did he question persons as they came in?—A. He taken them off to himself and
 they would have a talk.

Q. Did you ever hear him talking to any of the persons?—A. I never did hear them;
 he would shut himself in the other room.

Q. What did Durant tell you about what he was doing, or the position that he held?—
 A. Well, he claimed to be the attorney, and they were paying him; he got money all
 the time.

Q. Got money from whom?—A. From the applicants.

Q. Did you see any of the applicants give him any money?—A. Yes, sir; yes, sir.

Q. How much did he charge the applicants?—A. Well, all kinds of prices, \$25, \$30,
 \$40, and \$60.

Q. You say he charged from \$25 to \$60?—A. Yes, sir. I didn't see this, but I heard
 another party say he got \$60.

Q. You say he got all he could out of the applicants?—A. Yes, sir. I heard one
 person say that when he signed up he gave him \$50.

Q. Do you know who that person was?—A. No, sir; but I think it was William
 Thompson that told me about it.

Q. Do you know where he lives?—A. No, sir; I don't. William Thompson was a
 witness in that case but he said he did not get anything out of it.

Q. Did Nelson Durant ever represent himself to be a Government official?—A. No,
 sir.

Q. Not that you know of?—A. No, sir; not that I know of; he claimed to be working
 under Mr. Lindly.

Q. Were you ever paid any money, or given anything of value, by any person con-
 nected with this office down stairs?—A. No, sir; never was.

Q. All you received then was what you procured from the applicants?—A. Yes, sir;
 from the applicants.

Q. Did you demand from the applicants any certain amount?—A. No, sir.

Q. You did not tell each one of the applicants what to pay you?—A. No, sir; only
 what they agreed to give me if they got through.

Q. Are you acquainted with Jurdean Smyers?—A. Yes, sir.

Q. Who is this person?—A. Supposed to be a Creek Freedman.

Q. Man or woman?—A. A man; the one I know.

Q. Where does he live?—A. Used to live southwest of Okmulgee.

Q. How far?—A. Used to live out between Wewoka and Springfield.

Q. You say this person was a Creek Freedman?—A. Yes, sir.

Q. Enrolled?—A. No; he was enrolled.

Q. Do you know whether this person was enrolled?—A. No, sir; if he was he would
 not be making application.

Q. When did you first get acquainted with this person?—A. I got acquainted with
 his people in 1883.

Q. Who was his father?—A. John Smyers.

Q. Who was his mother?—A. I don't know now; I can't remember now.

Q. Did you ever know a woman by the name of Jurdean Smyers?—A. I can't get
 that name.

Q. Well, did you know any other person — ?—A. I knew a woman by the name of
 Julius Myers.

Q. Where does she live?—A. She used to live on Little Deep Fork.

Q. Where is Little Deep Fork; what county?—A. In Okmulgee County.

Q. Is she an Indian?—A. Well she is one-half blood; used to live at Coweta.

Q. What nation now?—A. Creek.

Q. What is the other half?—A. Colored.

Q. Negro?—A. Yes, sir.

Q. Did you know the parents of this person?—A. Yes, sir. George Myers is her uncle.

Q. Do you know a Choctaw Indian by the name of Jurdean Smyers?—A. Yes, sir; used to be woman that lived at Wewoka.

Q. This Smyers?—A. That is the same woman.

Q. Did she have a Creek man?—A. Yes, sir.

Q. Ever live at Durant?—A. She said she did; yes, sir.

Q. Did you ever live at Durant?—A. I worked there some years ago, but she used to live at Wewoka.

Q. She lived at Wewoka?—A. Yes, sir.

Q. Where does she live now?—A. I don't know, sir.

Q. When did she live at Durant?—A. I don't know when she lived there.

Q. What direction did she live from Durant?—A. I don't know.

Q. When was the last time you saw her?—A. I haven't seen her for four or five years, until she came here.

Q. Came where?—A. Here in town.

Q. When did you see her here?—A. On the streets.

Q. Did you identify her in this office down stairs?—A. Yes, sir; I identified her. Alec Nail showed her to me.

Q. Alec Nail showed her to you?—A. Yes, sir.

Q. Is that the first time you had ever seen her?—A. For a good while.

Q. Where had you seen her before that?—A. Wewoka.

Q. You saw her in Wewoka?—A. Yes, sir.

Q. Wewoka is in the Seminole Nation?—A. Yes, sir.

Q. What were you doing in Wewoka?—A. I used to drive the mail hack.

Q. What was she doing there?—A. She used to live there, or close to Wewoka.

Q. She lived close to Wewoka?—A. Yes, sir; right on the line of the Creek Nation.

Q. How far from Wewoka?—A. Lived about 7 miles, north and west.

Q. Seven miles, north and west?—A. Yes, sir.

Q. Was she married?—A. She was living with a fellow; I don't know whether she was married or not.

Q. Who was the fellow?—A. Caesar Bowlegs.

Q. Was she white, Indian, or colored?—A. I don't know; I suppose part Indian.

Q. What part?—A. One-half.

Q. And of what Indian blood?—A. Choctaw.

Q. How do you that she is one-half blood Choctaw Indian?—A. She said she was.

Q. She told you?—A. Yes, sir.

Q. That is all you know about it?—A. Yes, sir.

Q. You don't know her father or mother?—A. No, sir.

Q. You never knew her brothers or sisters?—A. No, sir.

Q. The first time you ever saw her was at Wewoka?—A. Yes, sir; that was the first time.

Q. Never saw her anywhere else outside of Wewoka?—A. No, sir.

Q. Not until she came here?—A. No, sir; I never knew what became of her until she came here.

Q. Do you know where Blue River is?—A. Yes, sir.

Q. Where is it?—A. In the Choctaw Nation.

Q. Where?—A. About 7 or 8 miles below Caddo no, sir; Blue River is between Caddo and Atoka.

Q. Did that woman ever live on Blue River?—A. Not that I know of.

Q. Have you ever been on Blue River?—A. Yes, sir.

Q. For some time?—A. Yes, sir; several times.

Q. Did that woman have a husband that you know of on Blue River?—A. No, sir.

Q. Do you know anything about her children?—A. No, sir.

Q. Did you ever know a man by the name of Aaron Smyers?—A. No, sir.

Q. You do not know whether Aaron Smyers is her husband?—A. No, sir.

Q. Do you know whether this woman's mother's name was Pusley?—A. I don't know that.

Q. Do you know whether her father's name was Ed Givens?—A. No, sir.

Q. Did you ever know an Ed Givens, a Choctaw?—A. No, sir.

Q. Where is Gatesville?—A. I don't know exactly.

Q. You do not know where this place is?—A. I don't know.

Q. You don't know whether this woman is living there now or not?—A. No, sir.

Q. Where is Beeland?—A. Eleven and one-half miles southwest of Muskogee.

Q. Did you ever live there?—A. Yes, sir.

Q. When did you live there?—A. I have lived there ever since 1899.

Q. Where is your home now?—A. That is my home.

Q. You are an inmate of the county jail now, are you?—A. Yes, sir.

Q. What crime are you charged with?—A. Check.

Q. What is the charge against you?—A. Identifying a check; identification.

Q. Is the charge for false pretense?—A. Yes, sir.

I read you an affidavit purporting to have been made by you on April 15, 1915, before Julius Golden, notary public, filed by Mr. Webster Ballinger with the petition of Jurdean Smyers for the enrollment of herself and family as Choctaw Indians:

"W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Beeland, Okla.

"That he first became acquainted with the applicant about 15 years ago; at this time she was living with her husband on Blue River about 8 miles from Durant; that they only had two children when he first knew her; her husband was named Aaron Smyers.

"That he was not personally acquainted with the mother of the applicant, but that he knew about her; her name was Pusley and she was said to be a full-blood Choctaw.

"That he did know her father; his name was Ed Givens; I don't know how much Choctaw blood he was; he was just considered a Choctaw Indian the same as the other Choctaw Indians that lived there in that part of the country.

"That he knows that she now lives at Gatesville and that she has lived there for several years; that he has seen her children but does not know them personally.

"(Signed, by thumb mark) W. M. JAMES."

Q. What do you know about this affidavit?—A. I don't remember making that; I don't know about it.

Q. Does this affidavit refresh your memory any?—A. No, sir; not a bit, it is a fraud.

Q. As a matter of fact, James, did you ever see this woman before Alec Nail introduced her to you?—A. I took her to be the same woman.

Q. You took her to be the same woman?—A. Yes, sir.

Q. Did you know that she was the same woman?—A. She told me she was the same woman.

Q. What did you say her name was?—A. Bowlegs, at that time.

Q. You knew her by the name of Bowlegs?—A. Yes, sir.

Q. You didn't know her by the name of Smyers?—A. No, sir.

Q. Did you know her by the name of Smyers until Alec Nail introduced you?—A. No, sir.

Q. What was her maiden name?—A. No, sir; I don't know.

Q. You say you are charged with identifying a man on a check?—A. Yes, sir.

Q. What check was this?—A. Mike McIntosh's boy's check.

Q. I have talked with you about this check transaction before and it appears that you entered into a conspiracy to falsely identify a certain person, that you brought such person to this office and identified him as being the owner of a check which had been issued in payment of Creek equalization money due him, when you knew that this party was not the owner of the check: is not that the case?—A. Yes, sir.

Q. You took this man down to the bank and identified him there as being the owner of the check when you knew such was not the case?—A. No, sir; I didn't know that; I knew Mike McIntosh had a son.

Q. Well, you told me the other day that he was not the owner of the check?—A. Yes, sir.

Q. Are you acquainted with Malissa Marcy?—A. No, sir.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on March 16, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of Malissa Marcy and her family as citizens by blood of the Choctaw Nation:

"W. M. James, being first duly sworn, on oath states that he is 70 years of age, and that he lives at Beeland, Okla.

"That he first knew the applicant near Bowell in the Choctaw Nation; that she is the daughter of Malissa Birdsong, who was Malissa Sanders before she married Birdsong.

"That the said Malissa Sanders was a Choctaw Indian by blood and was always considered three-quarters; that I also know her brother, William Sanders, and the whole Sanders family, and they were all Choctaw Indian. When I first knew them they were living on Sans Bois River, but when I last knew them they were living down on Blue River.

"The mother died down there on Blue River; I knew the father, Willie Birdsong, but don't know where he died; he was a half-breed Choctaw who was placed on the Freedman roll over his protest.

"That he was well acquainted with the first husband of the applicant, his name was Tony Curedl, and they separated; I knew about the family, but not well enough to identify them; I know the man she lives with now at Boley, Okla., his name William Marcy. They have a boy that lives with them now, about 14 years old

"(Signed, by thumb mark) W. M. JAMES."

Q. Did you make this affidavit?—A. I may have made this affidavit, but I didn't see those people at all. Nail came to me and told me there was a woman who had been here and said I knew her. She had been here and gone. Nail told me who she was and I remembered seeing her at Porum once.

Q. You took his word for it?—A. Yes, sir; I remember making the affidavit.

Q. You did not know anything about it yourself?—A. No, sir.

Q. You took his word that she was a Choctaw by blood?—A. Yes, sir.

Q. Are you acquainted with Mary Ross?—A. Yes, sir; she lived at Haskell.

Q. Do you know who her father was?—A. No, sir; this another one's of Nails, I don't know anything about her.

Q. Did you see her down here?—A. Yes, sir; seen her after she had made affidavit.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on March 9, 1915, filed by Mr. Webster Ballinger with the petition of Mary Ross for enrollment of herself and child as Indians by blood of the Choctaw Nation:

"W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Beeland, Okla.

"That he knows the applicant and knows where she was born, and that he has been to the house and eat there with them; this was near where Atoka is now; affiant further states that he knew her until her mother took her away to Oklahoma City; that was after her father died and when she was a girl;

"I also knew her father, William Fulsom, and was well acquainted also with his brother, Dr. Fulsom. I knew of other brothers that he had and know that all of them were Choctaw Indians and were so considered, and considered as full bloods by most of the people.

"Her mother, Fannie Fulsom, lived with her said father, William Fulsom, until he died.

"I bought cattle from both William Fulsom and Dr. Fulsom.

"Affiant further states that he also knew the applicant when she lived in Oklahoma City with her said mother; that her mother run a boarding house there.

"I have not known her since until she moved to Haskell, Okla.

"(Signed by thumb mark) W. M. JAMES."

Q. What do you know about this affidavit?—A. I bought cattle from those people.

Q. Did you make this affidavit?—A. I made this affidavit just like Nail—I know the people who are called there.

Q. Did Golden read the affidavit to you?—A. Yes, sir.

Q. You took Alec Nail's statement for all of this?—A. Yes, sir.

Q. You do not know her father or mother?—A. No, sir; only these men for whom I bought cattle for in the Choctaw Nation.

Q. Do you know whether she is a Choctaw or not?—A. No, sir.

Q. Alec Nail got you to do this?—A. Yes, sir.

Q. Were you paid anything?—A. No, sir.

Q. What did Alec promise you?—A. He said they would pay. She said if they got through, each would get \$25. Nail said this; I never spoke to her about it at all.

Q. Do you know what the notary, Julius Golden, was paid?—A. Everyone I seen gave pry for it—75 cents for the one who made the application and 50 cents for each witness.

I read you an affidavit purporting to have been made by you before Julian Golden, a notary public, on March 25, 1915, filed by Mr. Webster Ballinger with petition for enrollment of Henry Logan King for the enrollment of himself and family as citizens of the Choctaw Nation.

"M. W. James, being first duly sworn, states that I am 70 years of age and live at Beeland, Okla.

"That he is personally acquainted with the applicant and that he has known him since 1886; he has been living at McDermot, Indian Territory, at that time and was a barber; I have met him off and on ever since that time; I got acquainted with him when I was carrying the mail from Okmulgee to Wewoka and we changed horses at McDermot and I got well acquainted with him.

"He has been in Okmulgee for the last past 4 years that I know of, and when he move there he told me at the time that he came from Ardmore.

"I know from him that he lived in the Choctaw Nation where his people all lived, near Heavener.

"Affiant further stated that he was well and personally acquainted with his father, who is the son of Old Man King, but whose Indian name was Li-sha-tubbe. I knew the boys and they took the name of King: the two youngest ones, Will and John, went to the war and joined a Kansas regiment. I have seen both of them since the war. Will came back to the Choctaw and stayed and John stays in Kansas part of the time and in the Choctaw Nation part of the time.

"All the Kings were full blood Choctaw Indians and lived near the Arkansas line in what was then Scullyville County.

"(Signed by thumb mark) M. W. JAMES."

Q. Did you make that affidavit?—A. I made that affidavit.

Q. What do you know about the parents of Henry Logan King?—A. I knew him well and he said he was the son—

Q. You did not know anything about his parents?—A. No, sir.

Q. Is he a negro?—A. No, sir, white and Indian, you can't hardly tell him from a white man.

Q. You don't know whether he has Choctaw blood or not?—A. No, sir; he is nearly white, he has black hair and eyes.

Q. Who is Webster Burton?—A. He is a colored fellow staying around here. He is a Choctaw.

Q. Is he on the rolls?—A. Yes, sir; he a Choctaw freedman.

Witness excused.

Lee G. Grubbs, being first duly sworn, states that as stenographer to the national attorney for the Choctaw Nation; he reported the proceedings in the above entitled case on the 30th day of July, 1915, and that the foregoing is a true and correct transcript of his stenographic notes thereof.

[SEAL.]

(Signed) LEE G. GRUBBS.

Subscribed and sworn to before me this the 3d day of August, 1915.

R. P. HARRISON, *Clerk.*

(Signed)

By A. G. McMILLAN, *Deputy.*

(Exhibit N.)

POWER OF ATTORNEY.

STATE OF OKLAHOMA,

County of Okmulgee, ss:

No. 398; number of claimants, 7.

I, Ellen Thomas, née Walker, one-eighth Creek by blood, hereby constitute and appoint Webster Ballinger, attorney at law, of Washington, D. C., my true and lawful attorney for me and in my name, place, and stead, to take all lawful steps by him deemed necessary to secure for me and my minor child, Charley Thomas, born October 15, 1893, Essie Thomas, born June 19, 1895, Inez Thomas, born December 8, 1896, Millie Thomas, born March 30, 1900, Verra Thomas, born April 20, 1902, Louisa Thomas, born April 16, 1904, all living. I am a daughter of Amy Walker, who is a granddaughter of Holata and Mary Fixico, full-blood Creek Indians, and both died before enrollment. Their son, Watley Dowing, deceased, was enrolled as a full-blood, Creek roll No. 2272, * * * our separate individual property rights as Creek Indians in the common property of the Creek Nation, situated in the State of Oklahoma, and to secure our separate enrollment on the final citizenship rolls of said nation; hereby conferring upon my (our) said attorney full power and authority to verify and petition in my (our) names * * *, to receive and receipt for in my (our) name * * *, or in the name * * *, of my (our) child * * *, any drafts, warrants, or other papers issued in payment of said claims, and to do and perform all and every act and thing whatsoever requisite and necessary to be done in the premises as fully and to all intents and purposes as I, or we, might or could do if personally present at the doing thereof, with full power of substitution and revocation. I (we) hereby confirm all that my (our) said attorney, or his substitute, may or shall lawfully do or cause to be done by virtue hereof, hereby annulling and revoking all former powers of attorney or authorizations.

(Signed.)

ELLEN THOMAS, née WALKER,
Okmulgee, Okla. (post-office address).

STATE OF OKLAHOMA,

County of Okmulgee, ss:

Before me, a notary public in and for said county and State, on the 9th day of May, 1914, personally appeared Ellen Thomas, née Walker, to me known to be the identical person who executed the within and foregoing instrument by * * * mark, in my presence and in the presence of C. House and Chester Harris, as witnesses, and acknowledged to me that * * * executed the same as * * * free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and date above written.

ARTHUR G. WALLACE, *Notary Public.*

(Exhibit "O.")

LAREDO, TEX., *September 3, 1915.*

HONORABLE DEPARTMENT OF THE INTERIOR:

Here is a letter of a friend of mine stating something about my father, Will Grayson, a soldier of the United States Army, but has deceased this life and has a bounty due him; and if this is true please let me hear from you, and here is the letter. I have a sister at Beggs, Okla. I remain,

W. W. GRAYSON.

MUSKOGEE, OKLA., *August 31, 1915.*

MR. W. W. GRAYSON.

DEAR FRIEND AND BROTHER IN CHRIST: This leaves me and my family well; hope when these few lines reaches you it may find you well—you and the rest of your dear family. I am in the city of Muskogee writing this morning at W. A. Rentic's house. They are all well and send their best regards to your family. Say, W. W., I was called into the Government office yesterday in question of your whereabouts. I told the department man I did not know right then, but would try to find you. Then he showed me the papers which made him inquire about you to me. It is this: Your father's pension is here for you, and his bounty money amounts to several thousand dollars, and he asked me to have you come to Muskogee, where you can be identified, and then they would pay you over the money at once, but they will not pay it to anyone else. Now, that is the whole truth about this matter. I am working with the United States department in the enrolling of those citizens' children that did not get any lands; so you see I am next to all kind of business. Now, if you don't want this money you must say so in your letter to me; then I will report the facts to the department; then they can do the next thing. Now, Brother Grayson, there isn't any trouble at all for you in the least way, so write me when you can come and I will go and help you out in getting your money. I will meet you at your sister's or your mother-in-law's on Salt Creek. I am living in Sapulpa for a while with my wife. I will also put Charlie on the roll and he will draw \$2,000.80 in money, as he did not get any land. Write me to 507 East Hobson, Sapulpa, Okla.

Yours,

W. M. VANN.

(Exhibit "P.")

WEBSTER BALLINGER, ATTORNEY AT LAW,
Muskogee, Okla., November 14, 1914.

DEAR SIR: Agreeable to the promise I made your committee, I wrote Mr. Ballinger a long letter, setting out what you had said, and asked him for instructions, and the following is a copy of his letter in reply thereto:

"I suggest that you have the representatives of the Cherokee freedmen prepare a list of the claims they represent, showing upon what roll and roll number the names of the claimants appear, and furnish this list to you with an affidavit of the party that he or she is the identical person whose name appears on the Dunn or Kern-Clifton roll or whatever roll or rolls the names appear upon. If the name appears on more than one roll, have each roll set out. Let them get every case in this shape and then turn them over to you to be rechecked.

"Upon that showing I will try and secure legislation authorizing an investigation of these claims."

If your committee concludes to accept this proposition, I would suggest that you get together and prepare a blank that will cover the different rolls, with the neces-

sary affidavit included and have same printed, as there should be at least three copies of each one.

Will be glad to give you any assistance along this line that I can if you will call at the office.

Yours, very truly,

(Exhibit Q.)

(Exhibit R.^a)

Mr. FERRIS. Oklahoma has no corner on crooks and thugs that are trying to tear open those rolls.

Mr. NORTON. What is the Indian Bureau doing about it? Why don't they investigate?

Mr. FERRIS. They have some men there on the job, and some of their men took these photographs. I wish you would take time to read what these negroes say when they were asked why they signed these affidavits. Some deny it, some got \$7.50, some got \$2.50, and some got \$1.50. Some replied, "No, sir; we don't swear for the Choctaws; we swear for the Cherokees."

Now, let me go into the McLaughlin report, which deals with—I merely mention that because it happened this summer, to show it is not ancient history.

Mr. NORTON. Was this gotten up by the Indian Bureau?

Mr. FERRIS. It was, and sent to me this morning.

Mr. NORTON. Those witnesses claim they don't know anything about what they swore to?

Mr. FERRIS. Their answers are that some of them got \$7.50, and some of them \$2.50, and some of them got \$1.50, and when questioned about it, they replied, "We never know nothing about those people. We just signed because Alec Nail told us to." Alec Nail is 72 years old, a negro as black as your hat, a professional witness. Some of them have gone to the penitentiary. The others all have numbers and have been to the penitentiary.

Now I hold in my hand the McLoughlin report, three years old. Every Congress was harassed with this thing under one guise this year and under another guise next year, but all the time there was a subterranean influence underneath it all, somebody trying to enrich their pockets, some shyster and unprofessional attorneys trying to get something out of the Indians. It ought to be stopped.

Let me show you what Ballinger and Lee claim they will get if this enrollment legislation goes through. They claim they have contracts covering unconscionable attorney fees. They are so large as to astound anyone's sense of justice. These are the figures of Attorney Lee himself over his own signature.

^a Omitted in printing.

Lee's proposed sale of 40 per cent of his individual shares, or fee, is figured as follows:

	2,051	persons.
	\$3,000	Value of individual share.
	\$6,153,000	Total value of shares of 2,051 persons.
	40	per cent basis of fee.
	\$2,461,200	Estimated fee.
	487	persons.
	\$3,000	Value of share.
	\$1,461,000	Total value of shares of 487 persons.
	12½	per cent basis of fee of Ballinger & Lee.
	\$183,023	Total estimated fee of Ballinger & Lee for 487 persons.
	1,200	persons.
	\$500	Ballinger & Lee's fee per person.
	\$600,000	Total estimated fee for 1,200 persons.
	\$2,461,200	
	183,023	
	600,000	
	\$3,244,223	Total of Ballinger & Lee's fee.
Less	150,000	Estimated expense of collection.
	\$3,094,223	
	45	per cent with which assistance was contracted.
	\$1,392,400	Estimated cost of assistance.
	\$3,094,223	Net fee.
Less	1,392,400	Cost of assistance.
2)	\$1,701,823	Net fee to Ballinger & Lee.
	850,911	Net fee to Lee.
	40	per cent proposed assignment.
	\$340,364	Fee which will go to owners of the 40 per cent to be sold.

This is over his signature. He is trying to sell these contracts all over the country down there. He is trying to sell them in the chairman's district; he is trying to sell them in Mr. Hayden's district; he is trying to sell them in your district, so he can get somebody to back-fire you and get your support in this thing because some constituents of yours have some stock in this Oklahoma Development Co.

I will also insert the McLaughlin report, showing the various activities in Mississippi on this enrollment matter. Maj. McLaughlin is one of the oldest and most trusted inspectors in the service. The committee and the Congress are entitled to know the facts. They are entitled to know why this persistent and never-ending noise and agitation about the opening of the Indian rolls. There is always a reason for everything, but we are not always as fortunate to get the cause as in this case.

(The full report follows:)

REPORT OF INSPECTOR JAMES M'LAUGHLIN.

WASHINGTON, D. C., *June 29, 1914.*

The SECRETARY OF THE INTERIOR.

SIR: Under departmental instructions of the 13th ultimo, I have the honor to report my investigation concerning the representations made and methods adopted by certain solicitors in securing contracts from individual Indians who claim the right to enrollment as members of the Choctaw-Chickasaw Tribe of Indians, and respectfully submit the following conclusions relative to same:

In my tour of investigation I visited Columbus, Ohio; St. Louis, Mo.; Muskogee, Poteau, Wilburton, and McAlester, Okla.; San Antonio and Houston, Tex.; Lake Charles, Baton Rouge, and New Orleans, La.; and Gulfport, Miss., inquiring into the matter and interrogated numerous persons who had knowledge of the representations made and methods adopted by the soliciting agents in obtaining contracts from the class of claimants referred to.

From my investigation I ascertained that during the past four years several persons have been engaged in soliciting contracts from Choctaw and Chickasaw Indians and freedmen of those tribes, and that one Alexander P. Powell, who claims to be a Choctaw Indian and a lineal descendant of one of the parties to the Dancing Rabbit Creek treaty of September 27, 1830, has been actively engaged in canvassing a large extent of country, chiefly in the States of Alabama, Mississippi, Louisiana, and Texas, in procuring the names of unenrolled persons who claim to possess Choctaw or Chickasaw Indian blood, and obtaining contracts from them to prosecute, on a contingent fee, their right to share in the distribution of the funds and property of the Choctaw Nation of Oklahoma; and while, as above stated, there were several persons engaged in procuring contracts of similar character from unenrolled Indians of these tribes, it appears from the record that said A. P. Powell obtained more contracts from the class of claimants referred to than all of the other solicitors combined, notwithstanding the fact that he did not solicit contracts from any of the freedmen.

I failed to meet this man Powell during my tour of the localities in which he has been operating very extensively the past four years, and therefore can not speak of him from personal knowledge, but have been told by many who know him that he shows a decided strain of Negro blood, is large of stature, prepossessing in appearance, shrewd and plausible, which, with his posing in the communities he visits in soliciting contracts as a very important person, has succeeded in arousing great enthusiasm among the people of the localities canvassed by him, and has thus procured contracts with little or no difficulty from all persons who believed they possessed, or were led by Powell to believe they possessed, any Choctaw or Chickasaw Indian blood.

From what I was told by reputable persons at Lake Charles and Baton Rouge, La., and Gulfport, Miss., it would appear that said Powell was interested chiefly in procuring a large number of contracts, regardless of the ancestry of the applicants, as Mr. Luke W. Conerly, of Gulfport, Miss., told me that to his personal knowledge Powell obtained contracts from several families the ancestry of

whom as supplied by Powell was absurdly erroneous. It is also alleged that Powell took contracts from any persons claiming to have Indian blood, and from many who had never claimed to possess Indian blood until told by Powell that they were descendants of Indians who were parties to the Dancing Rabbit Creek treaty of 1830 and therefore entitled to certain benefits under that treaty.

Mr. C. R. Cline, an attorney of Lake Charles, La., and Hon. Isaac C. Boyd, of Leesville, La., also an attorney, a member of the present Louisiana Assembly, and who claims to possess Choctaw Indian blood, both informed me that there are about 300 persons living in the neighborhood of Kinder, Allen Parish, La., who are of mixed descent, being of French, Spanish, Portuguese, and Negro blood, with a very few of them possibly possessing some Indian blood, and the name "Red Bone" was given those of them who were supposed to have any Indian blood; that prior to Powell's visit to Kinder soliciting contracts with Indians it was regarded a great insult to be called a "Red Bone," thus classing them as of Indian blood, but a number of them were advised by Powell that they were of Choctaw descent, as shown by a book which he possessed and by which he traced their ancestry, as eligible to enrollment, and it is alleged that he thus obtained contracts from all of them, and since Powell thus recognized those people, the name "Red Bone" is no longer objectionable, but, on the contrary, all are desirous of being thus classed, and to be now called a "Red Bone" is exceedingly pleasing to each and all of them, as they believe that the cognomen fixes their status as of Indian blood, and entitles them to share in the property of the Choctaw Nation of Oklahoma.

Hon. Isaac C. Boyd, of Leesville, Vernon Parish, La., above referred to, stated to me that in 1911 he was induced by one Mrs. Ella Taylor, of Leesville, La., to enter into contract for Mississippi-Choctaw rights, said Mrs. Taylor representing herself an authorized agent of A. P. Powell and Luke W. Conerly, whose headquarters were then at Gulfport, Miss., engaged in obtaining contracts from Choctaw claimants, for the prosecution of their right to participate in the funds and property of the Choctaw Nation of Oklahoma; said Mrs. Taylor stating to him that each beneficiary would be entitled to receive 320 acres of land or double the value of it in money, also anywhere from \$5,000 to \$10,000 in cash from the Choctaw funds, but that in order to participate in this distribution, claimants must enter into contracts without delay, as the time limit would soon expire, therefore promptness in executing contracts for same was absolutely necessary.

Mr. Boyd, who is of Choctaw blood, a lawyer by profession with quite a lucrative practice, and who is also a member of the State Assembly of Louisiana, feels chagrined in having fallen to the flattering presentation of the matter by Mrs. Taylor, resulting in his entering into a contract for himself and his sister and for which he paid Mrs. Taylor \$7.50 for executing each of said contracts.

Mr. Boyd stated that Mrs. Taylor procured a great many similar contracts at Leesville, La., and surrounding country, and that he has little doubt but that she thus realized in the neighborhood of \$3,000 from her charge of \$7.50 to applicants for each contract obtained. Mr. Boyd further stated that after realizing he had been victimized in the sum of \$15, through the enthusiasm aroused by a plausible

talk, he, in order to have the solicitors prosecuted, if possible, made diligent inquiry of persons who had entered into similar contracts to ascertain if any of them had represented themselves as Government officials, and was unable to find any person to whom they represented themselves as being in any way connected with the Government or an official of the Choctaw Nation, but that the impression prevailed among the claimants that A. P. Powell and his assistants were fully empowered to procure the contracts they were engaged in soliciting from Choctaw claimants.

Mr. Boyd still further stated that having talked a great deal against these solicitors, denouncing them as frauds and fakirs, that Powell never visited Leesville, La., to solicit contracts, but established himself for a short time at De Ridder, 21 miles distant, and sent notices to Leesville applicants to proceed to De Ridder for that purpose.

I made particular inquiry as to whether or not Powell or any of the other solicitors had been ever heard to represent themselves as Government officials or officials of the Choctaw Nation, but did not meet any person who stated that they had ever heard any of those solicitors make such a statement. On the contrary, many of the persons whom I interrogated with reference thereto stated that they had frequently heard Powell say that he was fighting the Government to have the rightful claims of the Choctaw and Chickasaw Indians allowed; but notwithstanding the fact that Powell when questioned regarding the matter invariably denied that he had any connection with the Government in the work he was engaged in, the impression prevailed, as expressed by Attorneys Cline and Boyd and Mr. Luke W. Conerly, especially among the more ignorant persons, that Powell represented some high authority in the premises, he being engaged in executing contracts with claimants, using printed blank forms therefor, and this impression prevailed as to the several other solicitors engaged in obtaining similar contracts.

When assigned to this investigation, the Indian Office furnished me, for my information, a voluminous file of correspondence with reference to this matter, which file embraced report of Special United States Indian Agent W. W. McConihe, dated May 2, 1911, with accompanying exhibits, from which record, together with what I ascertained in my investigation, the facts appear to be as follows:

1. The citizenship rolls of the Choctaw Nation, embracing those Indians entitled to share in the property of the tribe, was closed March 4, 1907 (act of Apr. 26, 1906; 34 Stat. L., 137, sec. 2).

2. That there were possibly some persons omitted from the citizenship rolls who, because of the limitations imposed by the law as to time, were unable to produce the proof of their right to participate in the funds of the Choctaw Nation under article 14 of the treaty of September 27, 1830.

3. The possibility that there were some Mississippi Choctaw Indians whose right to enrollment had not been recognized induced a firm of attorneys—Messrs. Crews & Cantwell, of St. Louis, Mo.—to undertake the securing of legislation that would permit the re-opening of the rolls for the purpose of establishing the rights of those who had previously failed to establish their right or had failed to take advantage of the opportunity to do so.

4. Messrs. Crews & Cantwell employed Alexander P. Powell, who asserts that he is a Choctaw Indian, to procure the names of unenrolled Mississippi Choctaw Indians and produce evidence by tracing the ancestry to establish their right to enrollment, and to obtain contracts from them for the prosecution of their claims.

5. Associated with Messrs. Crews & Cantwell was one S. L. Hurlbut, a banker residing at El Campo, Tex., who financed the project in the beginning by paying Powell \$150 per month salary and his expenses.

6. Powell, while employed by Crews & Cantwell, procured the names of about 4,200 persons who claimed, or were led to believe by Powell, that they were entitled to participate in the funds of the Choctaw Nation of Oklahoma, and from each of whom he obtained a contract authorizing Crews & Cantwell to act as their attorneys in all legal proceedings in presenting to the Interior Department or any court such evidence as he or she might be able to produce in establishing a right to participate in the distribution of the fund and property of the Choctaw-Chickasaw Indians of Oklahoma, which contracts provided that Crews & Cantwell were to receive 30 per cent of all sums of money, lands, and property that might be received by reason of the right claimed. Powell did not make any charge to the claimants while operating under the above stated salary, until a short time previous to severing his connections with Crews & Cantwell, when he commenced charging the claimants \$1.25 for each contract executed, and while engaged in this work in the employ of Crews & Cantwell it appears from the record that Powell received \$2,971.02 from them, \$900 of which was for salary and remainder for expenses incurred by him as shown by letter from Mr. S. L. Hurlbut's office, dated March 8, 1911, copy herewith, Exhibit A.

7. Powell's connection with Crews & Cantwell appears to have terminated in March, 1911, and he then commenced soliciting contracts for William B. Matthews, an attorney of Washington, D. C., with office in the Evans Building, and the contracts procured by Powell in the name of Mr. Matthews are similar in every respect to those he obtained for Crews & Cantwell, except as to name of the attorney.

The Crews & Cantwell contracts contain the stipulation that their appointment as attorneys is joint, and that in the event of the death of either, the survivor shall succeed to all rights and benefits, and perform all the duties imposed by the contract upon the attorneys. This same stipulation is contained in the printed form of contract taken in the name of William B. Matthews [copy herewith], and the fact that it does so appear would indicate that Mr. Matthews had nothing to do with the drafting of the form, but that the wording of the Crews & Cantwell contract was probably adapted by A. P. Powell, simply substituting the name of William B. Matthews, as attorney, for that of Crews & Cantwell, and Powell thus continued procuring contracts from any and all persons whom he met, who believed, or were led to believe, that they possessed Choctaw or Chickasaw Indian blood, and from each of whom he collected \$2.50 for his services in executing the papers.

8. After Powell discontinued securing contracts for Crews & Cantwell and started soliciting for Attorney William E. Matthews and charging applicants \$2.50 for each set of papers executed, it is al-

leged he procured contracts from a number of persons residing in and around Kinder, Allen Parish, La., who did not claim to be of Choctaw descent, but were advised by Powell that he possessed a book which enabled him to trace the ancestry of every living person who possessed any Choctaw blood, and that he had traced those people entitled to enrollment as descendants of certain persons appearing as beneficiaries under the Choctaw treaty of 1830. As to the book referred to as possessed by Powell, which is said to have been produced in evidence by him very frequently, I was informed by Mr. Luke W. Conerly, of Gulfport, Miss., who was for some months associated with Powell, that he carried with him for reference in tracing the ancestry of applicants for enrollment a copy of volume 7, "American State Papers," which contains the names of 19,554 Choctaw Indians who were parties to the Dancing Rabbit Creek treaty of 1830, as per roll made by F. W. Armstrong, special agent, under date of September, 1831, which volume was published in 1860.

10. Crews & Cantwell, as attorneys for a number of these claimants, with evidence as to some of the unenrolled Mississippi Choctaws to an equitable right to share in the funds of the Choctaw Nation of Oklahoma, have sought legislation to reopen the rolls to permit them to prosecute the claims of these persons with whom they have contract.

11. The financing of the project to secure reimbursements of Crews & Cantwell and S. L. Hurlbut for previous expenditures was effected by incorporating the "Texas-Oklahoma Investment Co.," chartered under the laws of the Territory of Arizona, November 11, 1911. The articles of incorporation provide for a capital stock of \$100,000, or 1,000 shares of the par value of \$100 each, the directors of the company as incorporated being S. L. Hurlbut, of El Campo, Tex.; H. Masterson and W. A. Smith, of Houston, Tex.; and T. B. Crews and H. J. Cantwell, of St. Louis, Mo.; and the principal stockholders are T. B. Crews and H. J. Cantwell, of St. Louis, Mo.; Clifford Greve and S. L. Hurlbut, of El Campo, Tex.; H. Masterson, L. Bryan & Co., J. J. Sweeney, and W. H. Gill, of Houston, Tex.; and J. H. Kempner, of Galveston, Tex.

Two hundred and fifty shares of the 1,000 shares of the stock of this company were sold at par value of \$100 per share, thus realizing \$25,000 in cash, with which Crews & Cantwell and S. L. Hurlbut were reimbursed for previous expenditures and a contingent fund created to meet future expenses as incurred.

12. Crews & Cantwell turned over to the Texas-Oklahoma Investment Co. the contracts procured for them by Alexander P. Powell, numbering about 4,200, and received in cash from the fund realized from the 250 shares of the stock sold, reimbursement for their previous expenditures in connection with their Mississippi Choctaw contracts, and leaving the 750 unsold shares in the treasury as common property of the company.

In promoting the organization of the Texas-Oklahoma Investment Co. flattering figures of prospective returns to investors therein appear to have been sent out to prominent persons throughout the country, as evidenced by letter of Mr. C. B. Moling, of Houston, Tex., under date of June 12, 1911, to Hon. W. L. Dechant, of Middletown, Ohio, which reads as follows:

HOUSTON, TEX., June 12, 1911.

HON. W. L. DECHANT,
Middletown, Ohio.

DEAR SIR: In 1820 the United States Government made a treaty with the Choctaw Indians, then living in Mississippi, whereby the Government bought 5,000,000 acres of the Indians, and in return gave to the Indians all the lands lying in the Indian Territory north of Red River up to the Canadian and east of the ninety-eighth meridian, and paid for moving as many of the Indians out to this land as desired to go.

The Choctaws still had 10,000,000 acres left back in Mississippi, and in 1830 the Government made another treaty with them whereby the Government purchased the remaining lands for \$8,000,000. In this treaty *it was agreed that the remaining Indians were to be protected in the community property or the original lands in Indian Territory granted them by the treaty of 1820.*

The Government still holds approximately 3,450,000 acres of these original Territory lands, as well as several millions in cash, in trust for the Choctaws who have not as yet been allotted their share.

A reputable and responsible firm of attorneys, with offices in St. Louis and Washington, D. C., have secured contracts with 4,200 Choctaw Indians to secure them their allotment of lands and money upon a percentage basis. The contracts provide that the attorneys are to receive 30 per cent of all lands and money received. These 4,200 contracts are one signed by the Indian, two witnesses to his signature, and acknowledged before a notary public.

These contracts, providing for this contingent fee, have been recognized by the Government, and Congress passed a resolution making all such contracts a first lien upon the property of the Indian. This insures direct payment to us of our fee.

For financing the project, such as hunting up the Indians and securing the proof of each individual Indian to his right of participation and the attorneys for working the bill through Congress, one-half of the profits to go to the attorneys and the other half to those who financed it.

It is estimated that each Indian's share of the estate is worth \$8,000. The attorneys' contract calls for 30 per cent of this, or \$2,400, of which we are to get one-half, or \$1,200.

We are organizing a syndicate to take over 1,000 of these contracts at \$25 per contract. We will not accept subscription for less than 20 contracts, or \$500. The estimated value of 20 contracts, if we win, will be approximately \$24,000, or a profit of \$23,500 upon each \$500 investment.

The proofs of these claims for these 4,200 Indians has all been secured and has been presented to the congressional Committee on Indian Affairs and reported favorably. This committee consists of 19 Members of Congress.

At this next session of Congress the bill will be introduced and voted upon, and as there are several precedents identical to this proposition wherein the other Choctaws secured their rights, we have every reason to believe that the bill will pass.

Senator Owen has but 1,500 of these contracts with another batch of Choctaw Indians, yet he secured a fee of \$6,000,000; he had a contract for one-half of what he secured, while ours is but 30 per cent. Other similar contracts have been made, and all of them have been passed by Congress; and as the Government is holding the lands and money belonging to this tribe and have no interest in it either way, we see no just reason why they should not act upon these claims favorably at the next session.

We are unable to go into all the details of this proposition in this letter to you, but I have spent several days investigating it, and conclude that the chances for defeat are no greater than in the ordinary course of business. I believe the estimated results herein will be obtained, or substantially so.

I expect to give the matter my attention and to look after the interest of those who come into the deal at my request, and to take a proper assignment of the contracts and place them in the hands of some local trust company or bank with authority to make the collection and disburse the receipts to the subscribers in the amounts to which each subscriber would be entitled at same; it will be safer for the subscribers.

My charge will be about 20 per cent of whatever profits you may make on the deal; if none are made, you owe me nothing. I would like to have you take a flier in this, say, for \$500 or \$1,000, and to notify me of your intentions promptly. Should you happen to lose, I think you will agree with me that it was at least a good bet, as the prospective returns justify taking the chance.

Awaiting your prompt reply, either by letter or wire, I am,

Yours, very truly,

C. B. MOLING.

To the foregoing communication of Mr. Moling, Mr. Dechant replied as follows:

MIDDLETOWN, OHIO, *July 24, 1911.*

C. B. MOLING,

432 Mason Building, Houston, Tex.

MY DEAR MR. MOLING: Your letter of June 12 was received in my absence, hence delay in answering.

I have gone over same carefully and note what you say, and it would seem to me if Congress has taken the steps enumerated by you the proposition is a good one, and on further investigation I might be induced to come in, everything appearing in good shape.

Who is the firm of attorneys representing you and located at St. Louis and Washington, and what is the name of the member of the firm looking specially after the matter?

Can you refer me to the reports wherein the Government has recognized the contracts referred to providing for a contingent fee, etc., in these specific cases; also, can you further refer me to the congressional reports, where the Congress recognized such contracts and made them a valid first lien on the Indians' property?

What Congress passed this resolution, legalizing these contracts as liens, and is it the present Committee of Congress on Indian Affairs to whom the proofs of the 4,200 claims you refer to, were presented and reported favorably?

What is the name of the attorney who represented the matter to the Indian Affairs Committee of Congress, and secured the passage of the favorable resolution?

On receipt of a letter from you in reply to the above I will take the matter up more fully and advise you at once what I will do. Thanking you for bringing this matter to my attention,

I am, as ever, yours,

W. L. DECHANT.

To the inquiries contained in the foregoing letter of Judge Dechant Mr. Moling replied as follows:

HOUSTON, TEX., *July 28, 1911.*

HON. W. L. DECHANT,

Middletown, Ohio.

MY DEAR JUDGE: I have your letter of the 24th, in regard to further information regarding the Choctaw Indian contracts, etc.

I sent for Mr. S. L. Hurlbut, who owns the contracts, and gave him your letter and asked him to give me the information desired, and I herewith hand you his dictated letter, as also the brief he refers to with the clippings attached.

In regard to the brief and the clippings, he requests that you take care of them, as they are all he has here in Houston.

It might be a good idea for you to write to Mr. Cantwell in Washington, as he is thoroughly familiar with all the details, and then the information would come to you first-handed.

I am not personally acquainted with Mr. Cantwell or his partner, Mr. Crews, in St. Louis, but from what I learned they are very capable men in their line of business and have worked other similar contracts through Congress, but I know Mr. Hurlbut for several years; he is all right, and I consider him straight and reliable; my dealings with him has all been in the real estate line and all very satisfactory; he stands well in this community.

It might also be a good idea to get in touch with the chairman of the present Committee on Indian Affairs; he ought to know all about it.

As stated in my letter of June 12, I think it's a good bet, for the reason I believe the Government will carry out the terms of its treaty made with them in 1820 and 1830; if they do, then these contracts will be good.

Awaiting your further advices, I am,

Very truly, yours,

C. B. MOLING.

The presentation of the matter as above set forth by Mr. Moling to Judge Dechant for financing the project was so flattering as to justify the average speculator in taking a chance, and it would

appear, from the sale of one-fourth of the stock of the Texas-Oklahoma Investment Co. at its par value, that no great difficulty was experienced in promoting and consummating this financing of the project.

About a year subsequent to the organization of the Texas-Oklahoma Investment Co. for financing the project of handling Mississippi-Choctaw Indian contracts taken in the name of Crews & Cantwell, Mr. Albert J. Lee, of Ardmore, Okla., a member of the law firm of Ballinger & Lee, claiming to represent a large number of persons who claim a right in the tribal property of the Choctaw and Chickasaw Indians in Oklahoma, on a contingent fee of from 12½ to 40 per cent, and which do not conflict with the claims handled and represented by the Texas-Oklahoma Investment Co., but are in a line with them, desired, as shown by certain correspondence relative thereto, to raise a fund of \$16,000 to meet indebtedness incurred in the prosecution of their Indian claims and with which to continue the fight for their clients, and to show that persons engaged in handling the claims of nonenrolled Choctaw and Chickasaw Indians have succeeded in interesting many prominent persons in such claims. I submit copy of tabulated statement of said Albert J. Lee, dated October 17, 1912, setting forth the prospective profits that he calculates upon deriving from his handling of said claims, together with an indorsement of same by Mr. Harris Masterson, an attorney of Houston, Tex., who is a prominent financier and promoter of projects of this character, which statement of Attorney Lee and indorsement of Mr. Masterson reads as follows:

OCTOBER 17, 1912.

MR. HARRIS MASTERSON,
Houston, Tex.

DEAR SIR: Mr. Webster Ballinger and I represent some 13,000 persons who claim a right in the tribal property of the Choctaw and Chickasaw Indians in Oklahoma. Of the above number of persons represented by us, there are some 3,738 who are conclusively, as shown by the Government records, entitled to share in the distribution of the tribal property. An individual share is estimated at \$3,000 cash. We represent these people under contracts providing for a contingent fee of from 12½ to 40 per cent of the value of each share. I am attaching a statement showing the value of our fees. The statement also shows the amount of said fees we have already contracted for.

You will observe that my individual share of said fee will amount to \$850,911, based upon the cases I consider certain; and that if we succeed in enrolling 3,000 out of the 10,000 doubtful cases, my individual share of the fee would be \$2,065,911.

I am in urgent need of funds with which to meet indebtedness incurred in the prosecution of these claims, and with which I may be enabled to continue the fight for our clients, and I want to raise \$16,000, which I will agree to return with interest, and will assign the people furnishing the money 40 per cent of my individual share of the fee. Estimated upon the cases considered certain, this would return about \$22 for every dollar subscribed, and upon the basis of one-third of the uncertain cases going through in addition to those that I consider certain, the estimated return would be about \$120 for every dollar advanced.

The following pages will give you some idea of the nature and basis of the claims.

CHOCTAW AND CHICKASAW LANDS, AND OTHER PROPERTY.

In southeastern Oklahoma, in what was formerly the Choctaw and Chickasaw Nations, are nearly 3,000,000 acres of land, which the Federal Government will offer for sale from day to day from November 12 to December 23, this year. These lands are classed as follows: 900,000 acres agricultural, 445,000 acres

agricultural surface, with deposits of coal and asphalt, 1,500,000 acres pine and hardwood timber.

In addition to the above lands the coal and asphalt deposits are shortly to be sold. The United States mine inspector has estimated that the coal is worth in royalties to the Choctaw and Chickasaw people at least \$70,000,000. There is now on deposit to the credit of these two tribes something like \$1,000,000, derived from the sale of town sites.

VALUE OF PROPERTY.

It is reasonable to assume that the Federal Government will be able to get for the coal deposits at least one-half of the amount that said deposits are estimated to be worth in royalties, which would be, in round numbers, \$35,000,000.

Should the 3,000,000 acres of land bring an average price of \$10 per acre, which is a very reasonable estimate considering the fact that there is standing timber on 1,500,000 acres thereof, \$30,000,000 will be derived from this source.

There is no accurate estimate of the value of the asphalt deposits, but they are worth several hundred thousand dollars. Eliminating the value of the asphalt deposits, we have the following values:

On deposit-----	\$10, 000, 000
Value of the coal-----	35, 000, 000
Value of the surface and timber-----	30, 000, 000
Total value of the property-----	75, 000, 000

OWNERS OF THE PROPERTY.

The above property belongs to the citizens of the Choctaw and Chickasaw Nations of Indians under a grant made by the Federal Government under the terms of the treaty of September 27, 1830. The grant conveyed to said Indians all the lands lying between the Canadian and Red Rivers, the Arkansas line, and the one hundredth parallel west. All of said land, however, with the exception of the 3,000,000 acres above referred to, has been parceled out to the individual Indians in allotments of 320 acres of average value land.

As the property belonged to the citizens of the tribes of whom the Federal Government was the guardian, it became the duty of the Federal Government, upon the dissolution of the tribal governments, to ascertain who were the citizens entitled to share in the distribution of the property. This the Federal Government undertook to do. The tribal governments agreed to such action upon condition that each citizen be allotted 320 acres of average value land and should then share in the proceeds derived from the sale of any lands remaining undisposed of after all allotments had been made. It was also agreed that certain town sites, coal deposits, asphalt deposits, and timberlands should be withheld from the allotment scheme.

Congress passed seven different acts under which the citizenship of the two tribes should be determined and the distribution made. The acts were: Act of June 10, 1896; act of June 7, 1897; act of June 28, 1898; act of May 31, 1900; act of July 1, 1902; act of March 3, 1905; and the act of April 26, 1906. The latter act provided that the question of citizenship should be finally closed upon March 4, 1907, and since that date no person has been added to the rolls of those Indians entitled to share in the property. Assistant Attorney General J. W. Howell stated to the House Committee on Indian Affairs that the above-mentioned acts were "inherently defective," and "administered so as to prevent a full realization of their purpose." (Hearing on H. R. 19279, 61st Cong., 2d sess., p. 265.)

WHY THE CLAIMANTS WHOM WE REPRESENT WERE OMITTED FROM THE ROLLS.

1. Sufficient time was not given to do the work. The Department of the Interior was forced to act pro forma upon the claims of more than 2,000 persons during the week preceding March 4, 1907.

2. The commission created by act of Congress was incompetent and composed of laymen who conceived the idea that it was their duty to oppose the applicants and restrict the number of persons entitled to share to the fewest possible. This commission suppressed records and failed to transmit the full case of

applicants to the Secretary of the Interior, who had a supervisory authority and right of review. Upon charges filed against officers of this commission, two of them were forced to resign. (S. Doc. No. 357, 59th Cong., 2d sess.)

3. The tribal officials who had control of tribal funds sought at all times to restrict the number of persons enrolled in order that the share of each would be greater.

4. The attorneys, Mansfield, McMurray & Cornish, employed under Government sanction to represent the tribes, for an extra consideration of \$750,000 paid out of tribal funds, and which latter employment was unknown to the Government officials, succeeded in defeating the claims of nearly 4,000 persons who had been enrolled by judgments of the United States courts, rendered in cases appealed from the action of the Commission to the Five Civilized Tribes under the provisions of the act of June 10, 1896. This action was investigated by the committee of Congress, and, with respect to the persons enrolled by judgments of the United States courts, this committee said: "There was no way by which persons so enrolled—locally known as court citizens—could be eliminated lawfully from participation in the tribal estate."

These tribal attorneys succeeded, however, in eliminating from the citizenship rolls the persons placed thereon by judgment of the United States courts by lobbying through a provision of law which became part of the agreement entered into by the Government and the tribes contained in the act of July 1, 1902, with reference to the distribution of the property, by having created a special court to review the judgments of the United States courts, and a committee of Congress has reported upon the manner in which this court was created, as follows:

"After the agreement had been duly signed by the representatives of the two nations and by the representatives of the Government, and after it was transmitted to Congress for ratification and approval, sections 31, 32, and 33 were inserted at the request of McMurray, which sections are predicated on the assumption that the United States courts in the Indian Territory, acting under the act of June 10, 1896, had admitted persons to citizenship in the Choctaw and Chickasaw Nations without notice to both of said nations. It was contended by the nations that in such proceedings notice to each of said nations was indispensable, and they claimed and insisted that the proceedings in the United States courts in the Indian Territory, under the act of June 10, 1896, should have been confined to a review of the action of the Commission to the Five Civilized Tribes upon the record in each case and should not have extended to a trial de novo of the question of citizenship. These sections authorized the two nations jointly, or either of said nations acting separately and making the other a party defendant, by a bill in equity filed in the citizenship court, to bring a suit for the purpose of testing the validity of all such decisions of the United States courts. It further provided that 10 persons admitted to citizenship or enrollment by the United States courts, with notice to but one of said nations, should be made defendants to a suit as representatives of the entire class of persons similarly situated. In other words, it authorized the bringing of a test suit, and provided that in the event said citizenship judgments or decisions were annulled or vacated, any party thereto, within 90 days thereafter, by a written application, might have his case transferred to the citizenship court by the court where the judgment was entered, and that the citizenship court should have jurisdiction therein as if no judgment or decision had been rendered by the United States court. It was provided that the judgment of the citizenship court should be final.

This act provided that it should not be effective until submitted to and ratified by a vote of the two nations, but exception was made as to sections 31, 32, and 33, creating the citizenship court, but which became effective upon the passage and approval of the act.

Immediately following the passage of the act ratifying the agreement of 1902, the judges authorized to be appointed to constitute the citizenship court were appointed, as follows: Spencer Adams, of North Carolina; Henry S. Foote, of California; and Walter L. Weaver, of Ohio. Judge Foote appears to have been appointed upon the recommendation of Senator Stewart, who was then chairman of the Senate Committee on Indian Affairs, and Judge Adams, on the recommendation of Senator Pritchard, of North Carolina. Judge Foote was the brother-in-law of Senator Stewart. The law creating this court is without legislative parallel: the manner of its enactment was extraordinary, and the authority which it conferred upon the court it created is without precedent in American jurisprudence.

As soon as this court was created and organized, the firm of Mansfield, McMurray & Cornish proceeded to bring before it a very large number of claims of "court citizens," and they succeeded in eliminating from the rolls between 3,500 and 4,000 persons. They then claimed a fee of 9 per cent on a basis of \$4,800 per person, as provided in the contingent-fee contract made in 1901, before referred to, which had not been approved in accordance with law. (H. Rept. No. 2273, 61st Cong., 2d sess.)

It was reported, and commonly accepted as a fact, that Judges Foote and Adams received a part of the fee paid Mansfield, McMurray & Cornish, and in the case of Adams v. Butler, in which case Adams sued ex-United States Senator Butler, of North Carolina, for libel, it was shown that Adams received \$50,000 of the fee. While the committee was considering the evidence upon which the above report was made, Judge Adams cut his throat with a razor. Judge Foote died shortly after the fee was paid. Foote was a confirmed drunkard.

5. There are many other reasons impossible of explanation in this short statement.

CONGRESS NOW CONSIDERING CLAIMS.

Since the closing of the rolls those whose names appear thereon and the Representatives in Congress from Oklahoma have constantly pressed for legislation directing the Secretary of the Interior to finally wind up the affairs of the tribes and to distribute the funds to those enrolled. This Congress has refused to do, and at each session has considered the enactment of legislation that would place upon the rolls all meritorious cases. The hearings upon such proposed legislation has progressed to the point where it now seems certain that action will be taken at the coming session of Congress. The Secretary of the Interior, on February 12, 1910, recommended that Congress give him authority to add to the rolls two classes of persons who had been omitted. (App. Hearing on H. R. 19279, 61st Cong., 2d sess.) And during the last session of Congress the Secretary advised Congress that there were several different classes of cases which should be reheard before the estates were finally wound up, and suggested that Congress give him authority to hear the cases and to add the names to the rolls of those persons found entitled to be placed thereon.

It is our purpose to continue the fight for our clients until definite action is taken by Congress. We have been strong enough at all times to prevent a final settlement and distribution of the property. The opposition now realizes that, in order to get their own shares of the property, they must consent to legislation giving our clients their rights. I have spent a great deal of money and have given all of my time since March 4, 1907, in the work of securing justice for our clients, and I shall continue to do so until some final action is taken by Congress.

ESTIMATED VALUE OF EACH CLAIMANT'S SHARE OF PROPERTY.

As the lands have all either been allotted or ordered to be sold, the persons added to the rolls will have to take their share of the estate in cash, and it has been tentatively agreed that each person so enrolled is to receive \$3,000 in cash.

Yours, very truly,

ALBERT J. LEE.

CLAIMS IN CHOCTAW AND CHICKASAW ESTATE.

Below is the list of the number of persons claiming a share of the Choctaw and Chickasaw tribal estates, represented by Ballinger & Lee, attorneys, and the basis of their employment.

The value of an individual share in the estate is estimated at \$3,000 in cash.

Number of individual claimants: 3,733, more or less.

Of the above number 2,051 persons, more or less, are represented under written contracts and powers of attorney, for a contingent fee of 40 per cent of claims recovered; 487 are represented by agreement with other attorneys who hold contracts for 25 per cent of recovery, the share of Ballinger & Lee being 12½ per cent of the amount recovered. One thousand two hundred persons, more or less, are represented by Ballinger & Lee under 50 per cent contract, of which Ballinger & Lee's share will estimate \$500 per person.

Lee's proposed sale of 40 per cent of his individual shares, or fee, is figured as follows:

	2,051	persons.
	\$3,000	Value of individual share.
	\$6,153,000	Total value of shares of 2,051 persons.
	40	per cent basis of fee.
	\$2,461,200	Estimated fee.
	487	persons.
	\$3,000	Value of share.
	\$1,461,000	Total value of shares of 487 persons.
	12½	per cent basis of fee of Ballinger & Lee.
	\$183,023	Total estimated fee of Ballinger & Lee for 487 persons.
	1,200	persons.
	\$500	Ballinger & Lee's fee per person.
	\$600,000	Total estimated fee for 1,200 persons.
	\$2,461,200	
	183,023	
	600,000	
	\$3,244,223	Total of Ballinger & Lee's fee.
Less	150,000	Estimated expense of collection.
	\$3,094,223	
	45	per cent with which assistance was contracted.
	\$1,392,400	Estimated cost of assistance.
	\$3,094,223	Net fee.
Less	1,392,400	Cost of assistance.
2)	\$1,701,823	Net fee to Ballinger & Lee.
	\$50,911	Net fee to Lee.
	40	per cent proposed assignment.
	\$340,364	Fee which will go to owners of the 40 per cent to be sold.

In addition to the above cases, we represent about 10,000 people whose records do not conclusively show that they are entitled to share in the distribution of the property, but if Congress permits proof to be made in these cases, I estimate that at least 3,000 of them will be good. Our fee in these cases is 40 per cent, and in the event of success in the 3,000 cases indicated, my individual fee would approximate \$2,065,311. My proposed assignment includes all of these cases.

ALBERT J. LEE.

MASTERTON & MASTERTON, ATTORNEYS AT LAW,
Houston, Tex., October 17, 1912. (Received Apr. 20, 1914.)

To whom it may concern:

I have carefully read the statement of Albert J. Lee, of the law firm of Ballinger & Lee, in his letters of the 17th instant, relating to the claims of the Choctaw and Chickasaw Indians, represented by his firm, and from my own knowledge of the facts, the manner in which the estate of these Indians was administered by officers of the Federal Government, and the steps that are now being taken to protect the interests of the claimants, I know that Mr. Lee's statement is substantially correct. The claims represented by Mr. Lee are meritorious; however, he does not by half set forth the merits of the claims, nor does his statement fully cover the injustice that has been perpetrated upon the class of Indians whom he represents. It would be impossible for him to fully deal with the merits of these claims in a brief letter.

The records in these cases are so plain and so clearly disclose fraud and incompetent administration that I am firmly convinced that Congress will restore the claimants to their rights. I therefore believe that money advanced to Mr. Lee in aid of his cases will return a big profit within the next two years, and that such profits will not be less than a return of \$20 for every dollar advanced him.

On the 7th day of this month I furnished \$2,000 to Mr. Lee in order to afford him temporary relief in connection with the Indian claims represented by him, and in addition thereto I am subscribing \$2,000 to the fund of \$16,000 which he is now endeavoring to raise, notwithstanding the fact that I am largely interested in similar claims of the Choctaw Indian descendants.

Of my own knowledge—for I have investigated many of the claims of the clients of Mr. Lee before deciding to invest \$4,000 in the enterprise, I know that the claims of the Indians so investigated, whom Messrs. Ballinger & Lee represent, are full of merit. I therefore consider the \$2,000 already invested and subscription of \$2,000 to be in the nature of a fine speculative investment. It is hoped, and I think reasonably certain, that the Choctaw claimants will be given relief during the coming session of Congress.

These claims do not conflict with the claims handled and represented by the Texas-Oklahoma Investment Co., but are in line with them.

Yours, very truly,

H. MASTERSON.

I visited Muskogee, Okla., where I conferred with Commissioner Wright and Superintendent Kelsey with reference to persons soliciting contracts from the Indians of Oklahoma, and then proceeded to Poteau, Okla., where I met T. V. Sprinkel, an attorney of that town, whom I learned had been obtaining contracts from certain Indians, and upon interrogating him relative thereto, he stated with apparent frankness that he has been engaged at intervals the past three years in procuring contracts from Choctaw Indians who are interested in what is known as the Glenn-Tucker claim, and that he has not solicited contracts in any other Indian claim; that there are about 700 Choctaw families interested in said claim; and that he has procured contracts from 75 of the leading families interested, and only from those of them with whom he has been acquainted for many years past.

He stated that to meet the expenses incurred by him in executing the contracts and preparing the case he charges each family \$10 who employ him, this being the total charge he makes to each family regardless of the number in the family, and that his contracts provide for payment to him of a 25 per cent contingent fee of whatever he may recover for them. He further stated that he has been engaged in this work since 1911, during which time he has made two trips to Washington, D. C., in the interests of his clients, and that up to the present time the total received by him from the 75 families with whom he has contracts amounts to only \$129.

He also stated that Webster Ballinger, Walter S. Field, and W. W. Wright, attorneys of Washington, D. C., have a large number of similar contracts with Choctaw Indians.

While at Poteau I learned that a colored man named Robert L. Fortune, of Wilburton, Okla., had been soliciting contracts for Crews & Cantwell from Choctaw freedmen residing in the vicinity of Poteau, and I obtained from Mr. Felix Bird, a notary public of Poteau, one of the contracts, which said Fortune had left with the notary for acknowledgment when the freedman represented therein appeared to execute it, and after concluding my business at Poteau I proceeded to Wilburton, where I met said Robert L. Fortune and interrogated him with reference to the matter.

Said Robert L. Fortune resides in the town of Wilburten, Okla., and bears a good reputation in the community. He stated to me that he is 48 years of age, and was for 16 years, terminating in 1906, a deputy United States marshal for the eastern district of Indian Territory, now a part of Oklahoma, and that about three years ago he was employed by a negro lawyer, named J. Milton Turner, to canvass certain localities in eastern Oklahoma and procure contracts from Choctaw freedmen for Crews & Cantwell, of St. Louis, Mo.; that said Turner employed two other colored men as subagents in this work, whose names were J. E. Eubanks and H. A. Guess, respectively, and that Turner, in directing the work, maintained an office first at McAlester, Okla., and subsequently at Fort Smith, Ark.; that he (Fortune) procured about 700 contracts for Crews & Cantwell from Choctaw freedmen, including minors, but took no contracts from minors except when executed by legal guardians; that he delivered all of the contracts thus procured by him to J. Milton Turner, who paid him \$1.25 for each duly executed contract delivered, and that the contract provided for a 35 per cent contingent fee to Crews & Cantwell.

Said Robert L. Fortune stated that in no instance while engaged in this work did he represent himself as a Government official, but invariably as a subagent of J. Milton Turner, in procuring contracts for Crews & Cantwell, of St. Louis, Mo.; that H. A. Guess, another of Turner's subagents, who was a negro attorney, then residing at McAlester, Okla., was given a much larger and better territory to operate in than that assigned to him by Turner, in consequence of which, as stated by Fortune, Subagent Guess procured about double the number of contracts that he (Fortune) obtained, and which, with the contracts procured by J. E. Eubanks, another of Turner's subagents, a colored man, and said to be a lawyer, whose field of operation was in the southeastern part of Oklahoma and adjoining territory in Arkansas, and Fortune stated, as an estimate, that about 2,300 contracts were obtained for Crews & Cantwell from Choctaw freedmen by himself and the two other subagents operating under the direction of said J. Milton Turner.

On the 23d ultimo I called upon Mr. Harris Masterson, attorney at law, at his office in the Chronicle Building, Houston, Tex., and had a very pleasant interview with him relative to his connection with certain attorneys engaged in prosecuting Mississippi-Choctaw Indian claims, and he was exceedingly courteous throughout our conference.

Mr. Masterson is a very affable gentleman and stated quite freely his interest in the claims handled by Crews & Cantwell, in which he said he became interested by having the case presented and explained to him by Mr. S. L. Hurlbut, of El Campo, Tex., and that after investigating the matter he concluded to go in on it as a speculative investment, and that he took an active part in promoting the organization of the Texas-Oklahoma Investment Co. to finance the project.

The organization of said company and financing of the project is set forth on pages 12 and 13 of this report, based upon the statements of Mr. Masterson to me with reference thereto.

Mr. Masterson further stated that he also promoted the raising of a fund for Attorney Albert J. Lee, of Ardmore, Okla., to enable him to continue the prosecution of certain Choctaw-Chickasaw Indian

claims that are being handled by Ballinger & Lee, which do not conflict with those handled by Crews & Cantwell.

Luke W. Conerly, of Gulfport, Miss., being frequently referred to in the communications contained in the file of papers furnished me by the Indian Office for use in my investigation, and his name appearing in the correspondence as an active solicitor in obtaining contracts from Mississippi Choctaws, therefore I proceeded to Gulfport, Miss., to meet him.

I reached Gulfport the afternoon of the 27th ultimo, and learning that Mr. Conerly lived out in the country about 3 miles from Gulfport, I got into telephone communication with him and he immediately came in to meet me at the Great Southern Hotel, where we were over 3 hours in conference, and he returned about 9 o'clock the following morning, accompanied by Henry Wilson and Carl Wilson, two prominent members of the Mississippi-Choctaws, and remained until near noon discussing Choctaw matters generally and A. P. Powell particularly.

The said Luke W. Conerly is 73 years of age and a lawyer by profession, but has not practiced in the courts for several years past. He is quite intelligent, bears a good name in the community, and is well spoken of by those who know him. He claims to be a lineal descendant of one of the leading Choctaw families who participated in the Dancing Rabbit Creek treaty of 1830, and stated that he is now regarded by all the Choctaws living outside of Oklahoma as their captain and recognized leader; also that it was he who first interested Congressman Harrison, of Mississippi, in Choctaw matters and got him to introduce the bill for reopening the Choctaw rolls; that he had interested United States Senators Williams and Vardaman, of Mississippi, in the Choctaw claim; also Congressman Morgan, of Louisiana, in whose district many Choctaws reside.

I had a very pleasant interview with Harry Wilson, president chief council, Society of Mississippi Choctaws, together with his son, Pearl L. Wilson, secretary of said council, both of whom reside in Gulfport, Miss., and they corroborated substantially the statements of Luke W. Conerly regarding Mississippi Choctaw matters.

Mr. Conerly stated that he assisted A. P. Powell in writing up contracts with Mississippi Choctaws in 1910, when Powell was working on a salary for Crews & Cantwell, and that again in March, 1911, he commenced assisting Powell in writing up contracts for W. B. Matthews, an attorney of Washington, D. C., and for whom Powell procured 2,258 contracts and had charged the claimants \$2.50 each for executing. He further stated that he was in Washington, D. C., in February, 1912, and suggested to Mr. Cantwell, who was also in Washington, the advisability of Crews & Cantwell purchasing the Matthews contracts, as Mr. Matthews had never done anything toward furthering the Choctaw case before the committees of Congress or elsewhere, and that Mr. Cantwell was so favorably impressed with the proposition that he authorized him (Conerly) to call upon Attorney Matthews and endeavor to bring about a transfer of his contracts to Crews & Cantwell, which he (Conerly) proceeded to carry out, resulting in Mr. Matthews transferring the 2,258 contracts that were procured in his name to Crews & Cantwell for a cash consideration of \$1,300, together with Mr. Matthews retaining a certain per cent interest in the contingent fee

provided in the contracts, and that he (Conerly) supervised the legal transfer of said contracts from Matthews to Crews & Cantwell and carried them from Mr. Matthews's office in the Bond Building to Crews & Cantwell's office, then in the Munsey Building.

Mr. Conerly further stated that A. P. Powell in his deal with W. B. Matthews was to receive a certain per cent of the contingent fee provided in the contracts, and in order to eliminate Powell, and that he would have no further interest in these 2,258 contracts, Mr. Cantwell paid Powell \$300 in cash; this payment to Powell, as stated by Mr. Conerly, was that he might thus be gotten rid of in a friendly way and with the understanding that he (Powell) was not to return to Mississippi to engage in soliciting contracts with Choctaw or Chickasaw claimants.

Mr. Conerly stated that he was then engaged by Crews & Cantwell to procure contracts for them, and that arrangements were subsequently made by which Powell assisted him for a time, and that during 1912 and early part of 1913 he (assisted by Powell) procured about 1,300 contracts for Crews & Cantwell and turned the same in to them; that Powell then commenced taking contracts in his own name, and his present whereabouts are unknown to Conerly.

Mr. Conerly still further stated that since March, 1913, he has been in the employ of Mr. T. B. Crews, of the firm of Crews & Cantwell, in procuring Choctaw contracts, and had on the 28th ultimo about 1,800 executed contracts all indexed and ready to turn in, thus approximating about 9,558 of this class of contracts controlled by Crews & Cantwell, apart from any they may have obtained through parties whom he (Conerly) has no knowledge. To the above-stated total may be added the 2,300 freedmen contracts as estimated by Robert L. Fortune, of Wilburton, Okla., who was one of the solicitors obtaining contracts from Freedmen for Crews & Cantwell.

Mr. Conerly stated to me that he had obtained contracts from Mississippi Choctaws residing in 15 different States, and that there are now so many influential persons interested in this claim that he has great hope of the early enactment of legislation directing the reopening of the Choctaw and Chickasaw rolls.

With reference to the representations made and methods adopted by A. P. Powell in obtaining contracts from Mississippi Choctaw applicants Mr. Conerly stated that he had been associated with Powell at intervals, from 1910 to the early part of 1913, in writing up contracts for Choctaw claimants, and that during all that period he had never heard Powell represent himself as a Government official; on the contrary, had often heard him tell applicants that he was in no way connected with the Government, but that the impression prevailed among the people in **general** that Powell represented some high authority in **canvassing for and** executing the contracts he was obtaining; that he never heard Powell state that he was a lawyer, but knows that the impression prevailed in general that he was an attorney.

Mr. Conerly stated that he has not met Powell during the past year and did not know where he is at the present time, but had heard that he is still engaged in soliciting contracts from Choctaw claimants, taking the contracts in his own name on a 20 per cent contingent fee and charging each applicant \$2.50 for executing their papers, and he (Conerly) expressed the belief that Powell has

realized several thousand dollars through the \$2.50 fee invariably received by him from each of the many claimants from whom he obtained contracts since severing his connection with Crews & Cantwell in 1911.

Mr. Conerly remarked with reference to A. P. Powell that he regarded him as a shrewd individual who made a good impression upon persons meeting him casually, but that from having acquired a very thorough knowledge of Powell's characteristics, he (Conerly) would not wish to be associated with him in any business transaction.

As pertinent in the premises, I transmit herewith as "Exhibit B" copy of statement of said Luke W. Conerly, made under oath to Special Indian Agent W. W. McConihe at Jackson, Miss., on April 26, 1911; the original of which I submitted to Mr. Conerly at Gulfport, Miss., on the 28th ultimo and which he verified as true and a correct statement of matters herein referred to up to the time the said statement was made and sworn to by him.

There is also transmitted herewith as "Exhibit C" letter of Luke W. Conerly, of Gulfport, Miss., addressed to me under date of 17th instant, to which is attached a printed circular of Crews & Cantwell, dated February 16, 1912, accompanied by printed copy of an affidavit of A. P. Powell, dated November 6, 1911, which has reference to the discontinuance of A. P. Powell by Crews & Cantwell and the employment by them of said Mr. Conerly to continue the work of procuring contracts from Choctaw claimants who desired to be represented by Crews & Cantwell.

I also transmit, as "Exhibit D," copy of affidavit of said A. P. Powell, acknowledged at Jackson, Miss., by W. W. McConihe, special United States Indian agent, on April 27, 1911, wherein Powell states that he took about 4,000 applications and made no charge for them, after which he charged applicants \$1.25 each; that he made this charge because the money that had been advanced by Crews, Cantwell & Hurlbut was exhausted; that he sent all these claims he was making a charge for to Crews & Cantwell; that he took about 100 applications at Monticello, Miss., for Crews & Cantwell and charged \$2.50 each there; that he took a few names at Biloxi, Miss., and charged \$1.25 for each applicant there, and that these claims were for Crews & Cantwell; that he also visited Meridian, Miss., and took about 88 applications there for Crews & Cantwell, but for which no charge was made; and that he had taken no applications for Crews & Cantwell after his association with Matthews (meaning Attorney W. B. Matthews, of Washington, D. C.).

From the foregoing statements of Powell in his said affidavit he doubtless took contracts for Crews & Cantwell from approximately 4,200 claimants, as stated on page 13 of this report, and also as shown on page 14 hereof, by copy of Mr. C. B. Moling's letter of June 12, 1911, to Hon. W. L. Dechant, of Middletown, Ohio, which, with the 2,258 contracts taken by Powell for W. B. Matthews and subsequently transferred to Crews & Cantwell, and as stated by Luke W. Conerly (assisted by Powell), 1,300 turned into Crews & Cantwell during 1912 and early part of 1913 (see p. 37 of this report), together with about 1,800 additional contracts which Mr. Conerly has recently procured and ready to turn in to Mr. Crews (see also p. 37 of this report), approximates 9,558 of this class of contracts on a 30 per cent contingent fee, controlled by Crews & Cantwell and their

associates of the Texas-Oklahoma Investment Co., and which, with about 2,300 contracts obtained for Crews & Cantwell from freedmen on a 35 per cent contingent fee, as stated by Robert L. Fortune (see pp. 30-32 of this report), brings the number of claimants represented by them up to 11,858, approximately.

I transmit herewith five forms of blanks used in executing these contracts, "Exhibit E" being the form used by A. P. Powell in procuring contracts for Crews & Cantwell while working on a salary for them. "Exhibit F" was the form used by said Powell while procuring contracts for W. B. Matthews. "Exhibit G" is the form now being used by A. P. Powell in taking contracts in his own name. "Exhibit H" is the form used by Luke W. Conerly in writing up contracts for T. B. Crews. "Exhibit I" was the form used by the three subagents of J. Milton Turner in procuring contracts from Choctaw and Chickasaw freedmen for Crews & Cantwell, and "Exhibit J" contains copies of five notices circulated by A. P. Powell in soliciting contracts; also specially prepared press dispatches for distribution, with the evident object of thus arousing enthusiasm in the Mississippi Choctaw matter.

In conclusion, I desire to state that from a careful perusal of the numerous letters of claimants, from whom A. P. Powell had obtained contracts, seeking information with reference thereto, as contained in the file of papers furnished me by the Indian Office for reference in this investigation, together with my having interrogated numerous persons as to the representations made to claimants by Powell and other solicitors, it appears that Powell did not represent himself as an official of the Government nor of the Choctaw Nation, and thus therefore avoided violating the statutes in that respect, notwithstanding which, as stated by many persons, the impression undoubtedly prevailed, especially among the more ignorant, that he was a lawyer and represented the Government in some manner in soliciting contracts from Choctaw claimants.

Many persons whom I interrogated regarding the matter asserted that Powell had invariably denied being in any way connected with the Government, and was only endeavoring to get the rolls reopened that the unenrolled Choctaws might receive their rightful shares, which, as stated by him, would be 320 acres of land and about \$2,500 in cash to each claimant, less 30 per cent contingent fee to the attorneys.

I return herewith the file papers furnished me by the Indian Office for reference in this investigation.

Very respectfully, your obedient servant,

JAMES McLAUGHLIN,
Inspector.

EXHIBIT A.

[S. L. Hurlbut, president; L. H. Beal, secretary. Alfalfa, corn, oats, cotton, rice, cane, and truck lands.]

GULF COAST LAND & INVESTMENT CO.,

STATE BANK BUILDING,

El Campo, Tex., March 8, 1911.

A. P. POWELL,

Bay St. Louis, Miss.

DEAR SIR: Your letter addressed to Mr. Hurlbut, under date of March 6, has just reached us, and as Mr. Hurlbut is away from the office at this time and as you seem to have a wrong idea of the amount that has been spent for contracts, or rather for the actual expense of taking contracts up to the present time, we think it advisable to supply you with the figures, as shown on our books, for the money already paid out for field work, for the actual expense of taking the contracts, not to say anything of that used by Crews & Cantwell, in getting ready for proving up.

Powell has received, to cover expenses, to date-----	\$2,006.02
Powell has received salary for taking contracts-----	900.00
Nickols has received for helping in taking Oklahoma contracts-----	125.00
Turner has received for helping in taking Oklahoma contracts-----	165.00
Hurlbut has been to an expense in going to Oklahoma and taking contracts there-----	327.00

Or there has been a total spent on taking contracts of----- 3,523.02

So you will see that, instead of as you say, when you make the statement that you have used only \$1,800 yourself you have really used \$2,906.02, and this does not include the \$65 given you by Cantwell while you were in Washington the last time. And you will see by this that Mr. Hurlbut was exactly right when he stated that about \$7,000 has already been spent.

Mr. Hurlbut will no doubt answer the part of your letter where you refer to his paying you \$122 when he returns to the office, and I think this matter will be fixed up between you and him in a satisfactory manner, as he wishes to do exactly what is right by you.

Yours, very truly,

L. S. HURLBUT.
Per L. H. BEAL.

STATEMENT OF MR. LUKE WARD CONERLY.

Mr. Luke Ward Conerly, of Gulfport, Miss., Station A, made the following statement to Special Agent McConihe at Jackson, Miss., April 26, 1911, under oath:

"I know A. P. Powell. He is engaged in writing up Choctaw claims in Mississippi. I am working with Mr. Powell now. Have been with him at Tylertown, Pike County, Bay St. Louis, and I am now engaged at McComb City, Pike County. I was not with him all the time at Bay St. Louis. I have been present when large numbers of persons appeared before Mr. Powell, and I never heard him say he was a Government official or agent, or make any statement that could lead others to think so.

I met Powell about July and asked him what he was doing, and he said he was getting up claims for Mississippi Choctaws under the treaty of 1830. I understood that he had been before Congress with the claims. He said that Crews & Cantwell were getting up the claims to present to Congress, the courts, or the department. Powell said he was getting the claims for that firm. I do not know what he gets out of it. I have never heard Powell say that he was representing the Government, nor have I ever heard anyone say that they heard or was told by Powell that he was a United States official, or was representing the Government. At Bay St. Louis he was making no charges at first for his work. Powell required every applicant to show up his ancestry.

At Bay St. Louis he ran out of blanks and had some more printed, and afterwards charged them \$1.25, including notary fee. Powell sent me to Tylertown to work there getting up claims, and I made a charge of \$2.50 for each appli-

cation written up and paid him \$1 for blanks. I wrote up about 150 applications. The charge was to cover expenses. I represented to the people that they were entitled to put in claims against the Government under the provisions of the treaty of 1830, subject to such legislation by Congress as might be determined, and that they would have to enter into a contract if they wanted to put in a claim on a 30 per cent contingent fee, as shown by the contract with Crews & Cantwell, who were the lawyers having charge of the matter, who would present the claims to Congress. I have been at McComb City working up claims since March 21, and making a charge of \$2.50 for each application. I pay Powell \$1 for a set of blanks of two, and keep \$1.25 and pay the notary 25 cents. I am taking all these applications in the name of William B. Mathews, of Washington, D. C. Last December 19 I closed at Tylertown and went to Bay St. Louis and brought him all the applications I had left. These were the last I wrote up for Crews & Cantwell. I wrote no more after that until about March 13, when I met him at Columbia, where he was writing up claims for W. B. Mathews. He gave me to understand that he no longer represented Crews & Cantwell, but gave me no reason for the change. He gave me 100 sets of blanks to take to McComb and open an office there. Our agreement was that I should write 25 claims and send them to him with the \$25. I have sent him 50 contracts and \$50. I was not at Jackson with Mr. Powell. I made \$1.25 on each application at McComb. I tell the people this is for my expenses."

I certify that the above statement was made to me under oath.

W. W. McCOMBE,
Special Indian Agent.

EXHIBIT C.

GULFPORT, MISS., June 17, 1914.

Maj. JAMES McLAUGHLIN,

Inspector, Indian Office, Washington, D. C.

DEAR SIR: While you were in Gulfport I promised you I would send you a circular sent out by Crews & Cantwell from Washington in reference to A. P. Powell and also my employment by them in February, 1912. You will note that during the engagement of myself by Crews & Cantwell in which Mr. Masterson was concerned I was forbidden to charge even a notary fee against those who appeared before me.

Mr. Masterson refusing, after the 1st of February, 1913, to furnish any more money to cover my expenses, I took contracts during that month for that firm at my own expense. After February, 1913, say 1st of March, 1913, I entered into an agreement with Thomas B. Crews to take contracts in his name, he to cover my expenses, except I reserved the right under the Mississippi laws to charge my notary fee of 50 cents each against those able to pay, and I have made it a rule not to charge a widow or a woman dependent on her own resources for a support, nor a cripple, nor any one else not able to pay the 50 cents notary fee.

Not being allowed any traveling money in 1912 by Crews & Cantwell and Mr. Masterson, in some instances, in order to save the expense of coming to Gulfport, where there were groups of claimants, they volunteered to cover my expenses to their neighborhoods and return. In no instance whatever have I made a charge against persons putting in claims through me; neither have I appointed any subagent, nor allowed anyone, if I could help it, to charge for making out proof and contracts for others where I furnished the blanks, but I can not say this was not done in some instances without my knowledge.

I have always been careful to explain the situation of our case before the Committee on Indian Affairs, as I was present at the opening of the case before the subcommittee, February, 1912, and understood the situation, and have tried to impress upon the minds of all that the rolls could not be opened; nor could the Secretary of Interior do anything without the enactment of a law to authorize it; and especially have I urged people not to annoy the Interior Department, nor our lawyers and Congressmen, with letters—to be patient and wait.

So anxious have our people been to get their claims in and to secure their rights that they would willingly have paid me a cash fee for the work of getting up their ancestral records and proof and preparing their papers for their attorneys and I could have reaped thousands of dollars in the last two years; but, instead, I have expended a thousand dollars of my own earnings going to them to do the work for them free of charge, besides money furnished me by my

associates and employers, Crews & Cantwell. Knowing the hard contest before us in Congress on account of powerful opposition, I was opposed to the charge of a petty fee against the claimants when their attorneys were doing their work for a contingent fee subject to modification and approval of the Secretary. By a special arrangement with Mr. Cantwell and also with Thomas B. Crews, I own a number of contracts in my own right, taken in the name of Crews & Cantwell, and I am trying, and have been all the time, to conform to my instructions from them as outlined in the circular inclosed sent out by them in February, 1912.

Yours, sincerely and truly,

LUKE W. CONERLY.

OFFICE OF CREWS & CANTWELL, 420 MUNSEY BUILDING,
Washington, D. C., February 16, 1912.

To the Mississippi Choctaws:

We inclose herewith a copy of an affidavit made by A. P. Powell which explains itself. The occasion for sending this affidavit to you and for the statement which follows arises by reason of the fact that all relations between A. P. Powell and the firm of Crews & Cantwell are now severed.

A short history of our relations with him may not be improper. In the month of May, 1910, Mr. Cantwell had some business before the Committee on Indian Affairs with relation to citizenship claims in the Choctaw-Chickasaw Tribe, and made an argument before the committee on that day. At the conclusion of his argument Powell made to the committee a statement of his claim as a Mississippi Choctaw. (A copy of the statement of Mr. Powell made at that time is herewith inclosed for your information.) Mr. Cantwell had had no occasion to investigate the claims of the Mississippi Choctaws prior to that time, but upon a casual examination of the matter he became impressed with the idea that there was much more foundation for the claim of rights of the Mississippi Choctaws than had been stated by Mr. Powell before the committee, and upon a full investigation he became convinced that the claim of rights of the Mississippi Choctaws was well founded, and thereupon our firm employed Powell upon a salary to go to Mississippi and secure contracts for us and in our name as attorneys to represent the claimants. Powell gave us to understand at that time that the number of claimants would be about 2,000, and the money was provided for all the expense of taking that number of contracts. There were many more claimants than we were led to believe existed, and after nearly 3,000 contracts had been taken, the money provided for that purpose became exhausted. Mr. Cantwell requested Powell, who was then in Washington, to return to Mississippi, and stop the work of taking contracts until arrangements could be provided for funds to pay the expenses of taking more contracts, and Powell was paid his expenses to return to Mississippi. Powell at that time suggested to Mr. Cantwell that the claimants would pay the expenses themselves, but as no bill had been introduced for the relief of the Mississippi Choctaws and as it was uncertain at that time whether any legislation would be enacted, Mr. Cantwell felt that to charge claimants for making out the papers, or to permit them to pay the cost of doing so, might cause the enemies of the Mississippi Choctaws to designate the efforts to get them together as a scheme of graft for these fees, and our firm was not willing to have the cause injured by permitting any occasion for such charges. Powell then went to Mr. W. B. Matthews, a lawyer of Washington, D. C., and represented to Mr. Matthews that there were a large number of claimants in Mississippi who were willing to pay for writing up their contracts, provided they could get a lawyer to represent them. Mr. Matthews consented to represent them in the event that Powell could secure the contracts, and quite a number of contracts were taken by Powell in the name of W. B. Matthews under this arrangement, the claimants paying a fee for writing the contracts. The firm of Crews & Cantwell had absolutely no connection with this whatever, and during all this period Powell was not in our employ and not in anywise connected with us. During all this time, however—that is, while Powell was taking contracts for Mr. Matthews—no contracts were taken for us or in our name, although we were doing all the work of preparing the law governing the case of the Mississippi Choctaws. Powell had up to this time still retained a contingent interest in the fee which might be eventually recovered by us, and desiring to eliminate him from all connection with our contracts, he was paid

the sum of \$2,400 in cash, and he then relinquished all interest, contingent or otherwise, in the contracts which he had secured for us. This payment was in addition to the sum of \$150 per month and his expenses, which had been fully paid him during the time he was taking contracts for us. Later, that is, within the last two months, Mr. Matthews, having then investigated the matter, became convinced that we were in a better position to present the case of the Mississippi Choctaws and to handle their interests than anyone else, transferred all the contracts which had been secured in his name to us and substituted our names as attorneys in accordance with the power given him by each individual contract.

From the beginning of this work we have been entirely willing to give Powell all the credit to which he may be entitled by reason of the fact that, without knowing upon what legal ground the rights of the Mississippi Choctaws depended, he remained in Washington, almost friendless and alone (up to the time that he met Mr. Cantwell), insisting that he, as a Mississippi Choctaw, had some rights which had been disregarded. We have always regarded Powell as the instrument of Providence in keeping alive the claim of at least one Mississippi Choctaw after the closing of the rolls in 1907 up to the time when the work was commenced at our expense in Mississippi. For his energy after his return to Mississippi in keeping up the interest of the people there in their rights (although he was paid therefor a much higher salary than he had ever earned before in his life), we have always been willing to concede him full credit and honor. Unfortunately, however, Powell now seems to have the impression that he is a lawyer, that he should direct this campaign, and he has been particularly restless and sensitive about the few mild criticisms which we have indulged in regarding certain misrepresentations which he had ignorantly made to the people in Mississippi.

Some two weeks ago we engaged Powell upon a salary to go back to Mississippi to assist Mr. Luke W. Conerly, of Gulfport, Miss., in taking such contracts as might still be obtainable from claimants, with the express provision that Powell and Conerly should be paid a salary and that no charge should be made the claimants. While we do not regard it as anything improper for the claimants to pay the expenses necessarily incident to making contracts for the protection of their rights, yet, having defrayed all the expenses of taking contracts for us before and desiring to prevent any reflection upon the agitation for those rights as being a means by which a petty profit might be made, we have steadily opposed the idea of taking any contracts except at our own expense.

A telegram has just been received from Powell in Mississippi saying that "Our deal is off." Owing to his peculiar impulsive disposition, we are led to fear that he may be indulging in some misrepresentation as to what is now being done in Washington and that he contemplates some arrangement by which he may continue to charge claimants for taking their contracts as he had heretofore done with the Matthews contracts.

We desire to say to the claimants that a bill for their full and adequate relief has been introduced in the lower House by Mr. Harrison, of Mississippi; that all the members of the Mississippi delegation and Mr. Wickliffe, of Louisiana, are enthusiastically supporting the bill; and that Congressman Harrison and Mr. Cantwell are now engaged in making arguments before the Subcommittee on Indian Affairs in Congress, making a full presentation of the case, and that everything is being done that can be done for the relief of these claimants.

Mr. Luke W. Conerly, of Gulfport, Miss., who is himself a Mississippi Choctaw claimant, will return to Mississippi from Washington in a few days, and any of your friends or relatives who are not now represented by us who desire attorneys to represent them may procure blank contracts and blank memoranda of evidence from Mr. Conerly. All those who apply to him at Gulfport, Miss., will have the memorandum of their evidence filed and the contracts prepared and acknowledged without charge, and upon giving him the preliminary information by mail, the papers will be prepared by him and returned to you at your home in the event that you can not get to Gulfport. In case the papers are acknowledged at your own home, however, the claimant would be expected to pay the notary fee, which in any event would not be more than 50 cents.

We repeat we have never had any desire to take away from Powell the credit for whatever work he has done. He is in the habit of looking upon himself as the "father" of the Mississippi Choctaws. We have been reliably in-

formed that Powell has heretofore represented throughout Mississippi that he was the attorney who presented this matter before Congress. In order to gratify his vanity we had inserted in the first contracts a recognition of Powell's services, but the copy of the statement and the only statement which Powell has ever made before any committee of Congress, is herewith inclosed, from which each claimant can easily determine for himself that if the rights of the Mississippi Choctaws had depended upon Powell's efforts alone, they would not have gotten very far toward being recognized. The statement itself shows that Powell did nothing except call attention to his own claim, and a comparison of his statement with the voluminous brief of Mr. Cantwell shows how imperfectly even his own rights were stated. Whatever Mr. Powell may do can not affect the rights of the claimants. Their rights will be fully protected in any event, and this letter is sent to you only for the purpose of thoroughly acquainting you with the situation in order to prevent the possibility of any wrong impression being created in regard to your claim.

CREWS & CANTWELL.

STATE OF MISSOURI, *City of St. Louis, ss.*

A. P. POWELL, upon his oath, deposes and says:

That in the month of May, 1910, at the city of Washington, D. C., he was employed by the firm of Crews & Cantwell to secure contracts for them for their employment as attorneys by persons claiming rights as Mississippi Choctaws under the treaty of 1830; that his instructions from Mr. Cantwell were to write the contract of no person who was not a bona fide claimant under said treaty, and to write contracts with no person except those who had record or evidence by tradition of their pedigree as a descendant of a person entitled to lands under the treaty of 1830; that he was paid a salary of \$150 per month, and all of his expenses, and had a contract for a contingent interest in the fees that might be recovered by Crews & Cantwell; that all of the expenses of securing about 3,800 contracts, including the acknowledgments, were paid by the firm of Crews & Cantwell, and that no charges were made by him against any of the claimants for any of his services in writing contracts for Crews & Cantwell; that after Crews & Cantwell stopped taking contracts, the affiant was besieged by other persons who had had no opportunity, up to that time, to have their contracts written, and that affiant, upon his own responsibility, took contracts with about 300 persons, in the name of Crews & Cantwell, charging the applicants a fee of \$1.50 for each contract; that after communicating to the firm of Crews & Cantwell the fact that these last 300 had been taken for which this charge had been made, Mr. Cantwell first declared that as they had made no charges for the other contracts, they did not want these contracts at all, but realizing that this would put the claimants in a bad position and that their rights might be neglected, the contracts were finally accepted by Crews & Cantwell; that Mr. Cantwell instructed this affiant to return the \$1.50 charge made by this affiant, and that Crews & Cantwell then paid this affiant his expenses, while taking these last-mentioned contracts.

That over 3,800 contracts had been taken prior to that time, for which no charges had been made; that under no circumstances and at no time did Crews & Cantwell, or any one of them, authorize or request that any contracts be taken for which a charge should be made, and that the only contracts taken in their name for which charges were made, were as above detailed and under the above circumstances, which was after Crews & Cantwell had notified this affiant that they did not wish to go further on taking contracts.

That at no time and under no circumstances did Crews & Cantwell, or any one of them, ever instruct this affiant to take the contract of any person who did not claim to be a lineal descendant of an Indian entitled to lands under the treaty of 1830.

Affiant further states that he has taken no contracts with full-blood negroes; that until within the last six weeks neither Crews nor Cantwell had any knowledge of the large number of persons with negro blood in Mississippi claiming such rights, although Mr. Cantwell had stated to this affiant that he did not regard the presence of negro blood as a sufficient bar to destroy the legal right of one who had undoubted Indian blood and is an undoubted descendant of an Indian claiming rights under the treaty of 1830, although Mr. Cantwell had stated to this affiant on several occasions that the fact that one had negro blood would make it very difficult to establish the heirship. This

affiant states that out of over 4,000 contracts taken, there are not more than 20 per cent who have any negro blood whatever.

Affiant further states that in consideration of the sum of \$2,400 paid him in cash, he has relinquished and conveyed to Crews & Cantwell all his contingent right in the fees in the contracts above referred to, and hereby cancels said contract; and that this affiant has no further financial interest in the fees or the contracts made in the name of Crews & Cantwell.

Affiant further states that he has not heretofore assigned his right to a contingent interest in the fees aforesaid to anyone.

A. P. POWELL.

Subscribed and sworn to before me this 6th day of November, 1911.

(My term expires June 3, 1913.)

[SEAL.]

SARAH M. HAWLEY, *Notary Public*.

EXHIBIT D.

JACKSON, MISS., *April 27, 1911.*

ALEX. P. POWELL, being first duly sworn by Special United States Indian Agent W. W. McConihe, deposes and says as follows:

I reside at Homer, Okla. My present occupation is getting up claims among the Choctaw and Chickasaw Indians and their descendants who remained in Mississippi after the Dancing Rabbitt Creek treaty of 1830. I was first employed by Crews & Cantwell, of St. Louis, Mo. I went before the Committee of Indian Affairs in Congress at Washington, April 2, 1910, and they gave me a hearing on the claims of these Indians. Mr. Henry J. Cantwell was present at the hearing, and after I got through my talk with the committee Cantwell came to me and asked me how much money I wanted to take the claims in Mississippi. I said it would take at least \$5,000. Cantwell wired S. L. Hulbert, of El Campo, Tex., to come to Washington at once. Hulbert came to Washington and arranged with Cantwell, and Hulbert guaranteed to put up \$5,000 for getting the work of the applications.

I first opened an office at 315 Parish Street, Jackson, Miss., and began to take applications. I put an advertisement in the paper at Jackson inviting all persons who were descendants of the Choctaw-Chickasaws under the treaty of 1830 to appear before me and make proof of their rights and descent. I took about 700 applications at Jackson and made no charges to the applicants therefor. I next went to Bay St. Louis and opened an office there near the railroad depot and put an advertisement in the Sea Coast Echo of that city, being the same as I put in the papers at other places. I took about 4,000 applications and made no charge for them. After the 4,000 were registered more applications came in and I charged them \$1.25 each. I made this charge because the money that had been advanced by Crews, Cantwell, and Hulbert was exhausted, and they refused to put up any more money for taking applications. This charge by me was to cover expenses of continuing the work of getting applications. I sent all these claims that I was making a charge for to Crews & Cantwell. I went from Bay St. Louis to Washington to see Mr. Cantwell and tried to get Hulbert to put up more money and Hulbert notified me at Jackson, Miss., that he had put up \$7,000, and that we had to take proof of the same, and he was willing to put up the \$7,000, for that purpose. He has not put it up yet.

We went to Columbia, Miss., and took about 100 applications there. The contracts that we wrote there were made in the name of William D. Matthews, of Washington, D. C. I have associated myself with Matthews for the reason that Crews & Cantwell said that they had enough claims, and that Hulbert would not put up any more money for claims. My agreement was made with Matthews that he was to appear before the committee of Congress with me, and our contract with the applicants was for 20 per cent of all amounts recovered and not for 30 per cent as was printed in the contract, which is an error and which has been corrected in the written applications. I went to Monticello and took applications for Crews & Cantwell and charged \$2.50 each there. I took about 100 names there. I took a few names at Biloxi and charged \$1.25 for each applicant there. These claims were for Crews & Cantwell. I also visited Meridian and took about 88 applications there for Crews & Cantwell, but for which no charge was made. I have taken no applications for Crews & Cantwell since my association with Matthews.

I am working at Philadelphia, Miss., now and have taken about 100 applications for Matthews and am charging \$2.50, and the applicants are very willing to pay the amount. I am making this charge because Matthews has put up no money for me and my expenses, and I have to use the money to pay for my clerk hire, office rent, and other expenses in connection with the work of taking applications.

Mr. Luke Conerly is employed by me at McComb City, Miss., to get applications. He charges each applicant \$2.50. I get a dollar out of this \$2.50 for my expenses and the printing of blanks which I furnish him. I have paid expenses of Conerly out of this money when he was traveling, board bill, telegraphing, and other incidental expenses he has incurred.

No one is working for me in Oklahoma or Arkansas. I do not know J. Eubanks, and he is not associated with me in any way in the work I am doing.

I have never at any time, or to any person, said that I was a Government official in any respect. I have only represented that I am acting and representing my people before Congress, and I am getting up these claims for that purpose.

When at Jackson in June, 1910, I had a circular sent out and meant to say that I was a representative of my tribe and obtaining applicants for their rights as Choctaws and Chickasaws, but by an error my clerk said that I was a practicing attorney before the committees of Congress. That was not my intention to have it so stated, and I am not responsible for the error.

The contract forms used by me were worded and made up by Crews and Cantwell, and I am not responsible for anything in such wording.

I, Alec P. Powell, do solemnly swear that the foregoing statement was made voluntarily by me, and that it is true in every respect to the best of my knowledge and belief.

ALEXANDER P. POWELL.

Sworn to and subscribed before me this 27th day of April, 1911, at Jackson, Miss.

W. W. McCONIHE,
Special United States Indian Agent.

FRANK B. LEMLY, *Jackson, Miss.*

EXHIBIT E.

MISSISSIPPI CHOCTAW CONTRACT.

This agreement, made this 5th day of September, 1910, by and between Louis Joseph Ryan, now residing at the town of Biloxi, in the county of Harrison, State of Mississippi, party of the first part, and Thomas B. Crews and Harry J. Cantwell, jointly, parties of the second part, witnesseth:

That, whereas the party of the first part is entitled, as a Mississippi Choctaw or as a descendant of a Mississippi Choctaw, under the laws of the United States, to certain rights in the distribution of the tribal property of the Choctaw-Chickasaw Indian Tribe in Oklahoma; and

Whereas the party of the first part has been heretofore denied enrollment or has had no opportunity to make application for proper enrollment in said rolls as a Mississippi Choctaw; and

Whereas it is necessary that the party of the first part shall secure the lawful professional services of attorneys for the purpose of presenting such evidence as the party of the first part may have of his status and right as a Mississippi Choctaw or a descendant of a Mississippi Choctaw, so entitled to the rights aforesaid, and for other necessary legal service in establishing and securing his rights in the premises; and

Whereas the party of the first part is without any means or funds to compensate such attorneys and counsel:

Now, therefore, the premises considered, the parties of the second part jointly agree:

First. To represent the party of the first part as attorneys and counsel in presenting to the Interior Department such lawful evidence as the party of the first part may collect to establish the facts of his pedigree and status, and such other facts as may be necessary to establish the right claimed.

Second. To represent as attorneys the party of the first part in all legal proceedings before any court, commission, or department of the Government of the

United States or the State of Oklahoma, wherever and whenever such right may be properly and legally tried.

Third. To present before the committees of Congress proper legal argument in support of the right so claimed or in support of any measure tending to provide a remedy for the right so claimed.

Fourth. To furnish party of the first part necessary information for the purpose of enabling him to select to the best advantage any lands that he may be entitled to by reason of said right.

Fifth. To collect all sums of money, lands, and property that may properly be collected, selected, and received hereafter by reason of said right, and to faithfully pay over and account to said party of the first part for all such sums of money and property after deducting the compensation hereinafter provided for.

In consideration of the premises and the agreement of the parties of the second part as aforesaid, and of services heretofore rendered by them, the party of the first part contracts and agrees to pay and assign, transfer, and convey to the parties of the second part 30 per cent of all sums of money, lands, and property that may be received by reason of the right claimed, and hereby irrevocably appoints the parties of the second part his true and lawful attorneys in fact, to do any and all acts in his name, place, and stead as fully and completely as he might do in person in and about the subject matter of this agreement, and to execute such receipts, discharges, and releases as the party of the first part might lawfully do, hereby ratifying and confirming all that his said attorneys in fact and in law may do in the premises.

The party of the first part hereby revokes all powers of attorney, if any, heretofore made by him to any person or persons whomsoever, touching said rights or interests, and requests that the Interior Department of the United States recognize the parties of the second part as his exclusive agents and attorneys in the premises.

And it is hereby specifically agreed that the appointment herein of Thomas B. Crews and Harry J. Cantwell is joint, and that in the event of the death of either the survivor shall succeed to all rights and benefits of this agreement, and shall perform all of the duties hereunder.

It is further agreed that by reason of the legal services rendered prior to and at the signing of this agreement, in advising the party of the first part as to his legal rights, and in consideration of the services heretofore rendered by A. P. Powell before the committees of Congress in presenting the claims of the class of persons to which the party of the first part belongs, said parties of the second part having compensated said A. P. Powell therefor, and in further consideration of the absolute agreement herein of the parties of the second part to perform the services herein, that the powers herein granted are powers coupled with an interest; and it is agreed that the parties of the second part may jointly designate, substitute, and appoint, in writing, any competent attorney or attorneys at law to assist in the performance of the duties of the parties of the second part hereunder, and to clothe said person or persons with all the powers herein granted to the parties of the second part, the parties of the second part hereby guaranteeing the efficiency and integrity of any and all persons who may be thus appointed, it being distinctly understood that the compensation of such persons for such assistance shall not be paid by the party of the first part.

It is further understood and agreed that, in the event it becomes necessary under any law now existing or hereafter enacted, that this contract shall be approved by the Secretary of the Interior; then, in that event, the Secretary of the Interior may, in his discretion, modify the terms of this contract as to the compensation to be paid the parties of the second part, without invalidating this contract, and said contract as modified by said Secretary of the Interior shall be binding upon the parties hereto, provided always that the compensation fixed by the Secretary of the Interior shall in no event exceed the percentage above stated.

Executed in duplicate.

In witness whereof the parties hereto have hereunto set their hands the day and year first above written.

Signed and delivered in presence of:

STATE OF ———, COUNTY OF ———, SS:

Before me, ———, a ———, in and for said county and State, on this ——— day of ———, 191—, personally appeared ——— and ———, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that ——— executed the same as ——— free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and official seal at said county the day and year last above written.

—————
—————

EXHIBIT J.

To whom it may concern:

This is to certify that I, Alexander P. Powell, a representative of the Choctaw Tribe of Indians now engaged in soliciting contracts with Mississippi Choctaws for services to be rendered in prosecuting their claim before the different branches of the Government, in order to secure for them a reopening of the rolls of those entitled to share in the tribal property belonging to the Choctaw Tribe in the State of Oklahoma, am acting in my individual capacity and for the benefit of myself and those associated with me in this effort to secure the right of said Indians in said property.

I further certify that I am in no manner employed or engaged by the United States Government to solicit any contract with said Indians or perform any duty in connection therein.

Respectfully,

ALEXANDER P. POWELL.

NOTICE TO INDIANS.

This is your last chance in connection with William B. Mathews, attorney at law, Evans Building, Washington, D. C. I am engaged in writing up claims of all Mississippi Choctaws and their descendants who remained in Mississippi after Dancing Rabbit Creek treaty with the United States Government in 1830.

I will remain here for a few days only; I will be glad to write up all beneficiaries; we intend to submit all claims to the Sixty-second Congress, which convenes in Washington, D. C., April 4, 1911. I am Indian and Spaniard, and my grandfather was a signer of the great treaty concluded September 27, 1830.

ALEXANDER P. POWELL.

PHILADELPHIA, MISS.

NOTICE TO INDIANS AND THEIR DESCENDANTS—IN CONNECTION WITH HON. HARRY PEYTON, ROOM 420 BOND BUILDING, WASHINGTON, D. C.

This is your last chance to secure benefits under the bill introduced by Hon. Pat Harrison, of the sixth district of Mississippi, now pending before the Sixty-second Congress, for the relief of Mississippi Choctaws and their descendants who remained in Mississippi after the treaty of 1830.

I am an Indian and a Spaniard and my grandfather was a signer of the treaty of 1830.

I will be glad to write up all beneficiaries, and I have in my possession a record that will enable you to trace your ancestors back to 1780.

Those with negro blood need not apply.

I will be at ——— Miss., on the ——— day of ———, 1912.

ALEXANDER P. POWELL,

No. 106 Fourth Avenue, Laurel, Miss.

Office: Room 420, Bond Building, Washington, D. C.

(This paper was sent to Indian Office by Mrs. Viola Strickland, of Meridian, Miss., No. 1400 Tenth Avenue, under date of Sept. 16, 1912.)

THIS IS YOUR LAST CHANCE—NOTICE TO THE ONCE MIGHTY TRIBE OF RED MEN WHO ONCE OWNED THIS COUNTRY AND TO THEIR DESCENDANTS.

In connection with Hon. Harry Peyton, room 408, and Hon. Oliver A. Phelps, room 619, Bond Building, Washington, D. C., I am still engaged in writing up all Mississippi Choctaws and their descendants who remained in

Mississippi after the Dancing Rabbit Creek treaty with the United States Government, concluded September 27, 1830.

The treaty of 1830, known as the treaty of "Perpetual friendship," provides that the Indian Territory shall go to the red man and his descendants "as long as water runs and grass grows." The treaty, furthermore, provided that our descendants that did not see fit to go to the Territory then, at any time that they may take a notion to come on and join the tribe in the Territory they shall share in this distribution as long "as water runs and grass grows." If your ancestors were born east of the Mississippi River, call on me. It is possible that some of them may have been at the treaty mentioned above.

I am an Indian and a Spaniard, and my grandfather, Nita, was a signer of the treaty of 1830.

I have in my possession a record of the old aboriginal that will permit you to trace your Indian ancestry back as far as 1780.

All Mississippi Choctaw cases are now pending before Committee on Indian Affairs, Sixty-third Congress, first session, waiting for report and decision. I will be glad to write up all beneficiaries.

Those with negro blood need not apply.

I will be at W. J. Nelson's, 802 Second Street, Lake Charles, La., on September 5.

ALEXANDER P. POWELL.

NOTICE TO MISSISSIPPI CHOCTAWS.

In connection with Harry J. Cantwell, Thomas L. Crews, and William B. Matthews, attorneys of Washington, D. C., I am still engaged in writing up claims for the Choctaw-Chickasaw Indians and their descendants who remained in Mississippi after the Dancing Rabbit Creek treaty with the United States Government. I am a member of the Choctaw Tribe of Indians, and my grandfather was a signer of the great treaty made September 27, 1830. I will be glad to communicate with any beneficiary at my office in Bay St. Louis, Miss.

A. P. POWELL.

Seabrook Hotel, Bay St. Louis, Miss.

"INDIANS" LIVING IN OLD MISSISSIPPI.

"All Mississippi Choctaw Indians and their descendants are asked to meet at the county courthouse next Sunday afternoon at 2 o'clock. The object of the meeting is to further the rights contained in the treaty of 1830 between the United States and Choctaws. (Biloxi Herald.)"

To which is answered: Such a meeting as is scheduled as per the above would be "nuts" for some moving-picture company, provided such meeting is attended by all the people who have filed claims as descendants of the tribe of red men known as Choctaws. They are of all shades and color, running from the real Indian to the coal-black, thick-lipped, flat-nosed, kinky-headed negro, with a good sprinkling of whites, in whose veins no one but themselves ever suspected that a drop of Indian blood flowed. But anything goes in this day and generation when the thought of "easy money" presents itself. Uncle Sam's coffers will scarcely be opened for the motley crew, however just may be the claims of some of the pure-bred Choctaws. (Gulf Coast Progress.)

HOUSTON INVESTORS MAY GET MILLIONS FROM INDIAN CLAIM.

A Houston organization, in which more than \$2,500,000 is at stake and the hereditary rights of the Choctaw Tribe of Mississippi is the merchandise, has received quite a boost in a telegram received by Judge Harris Masterson. Many Houstonians are interested in the enterprise. The telegram reads as follows:

"Subcommittee report of Friday last was unanimous and recommends admission of all full bloods, also all others who can prove descent from one who either received or should have received patent under fourteenth article treaty of 1830. Meetings are executive and no arguments being heard."

To those who are not interested in the venture the telegram needs interpretation. It comes from Washington and has to do with a bill introduced by Mr. Harrison, of Mississippi, in behalf of the admission to enrollment of the Mississippi Choctaw Indians and their descendants to participation in the money and lands belonging to the Choctaw Tribe.

Some time ago Judge Masterson was instrumental in forming an organization to urge the claim of the Choctaw Tribe in a participation of certain lands in the Territories and moneys in the United States Treasury. Many of these Indians were his clients. Going rather deeply into the matter he banded over 4,000 of these claimants together and became their representative and legal adviser.

Money was needed to carry the enterprise through, and a company was formed. Between 50 and 60 men came into the company, and many of these are prominent Houstonians.

Judge Masterson says that the venture is one which promises tremendous returns for the amount invested by the stockholders and that he is confident Congress will give assent to the recommendations of the subcommittee.

WOULD RESTORE CHOCTAW INDIAN PENSION BILLS.

[Associated Press.]

WASHINGTON, December 13.

The bill introduced in the House last session by Representative Harrison, providing reopening of rolls of the Chickasaw-Choctaw Indian Tribes, came up for consideration in the House yesterday. A vote was not reached. In his speech in favor of the bill Mr. Harrison said, in part:

"The Mississippi Choctaws have been woefully neglected and unmercifully treated. They acquired rights under the fourteenth article of the treaty of 1830 that the United States Government has never fairly and justly recognized. Every act of Congress passed with respect to the Mississippi Choctaws has violated the spirit and the letter of that article of the treaty.

"The Oklahoma Choctaws were permitted by act of Congress in 1881 to sue the United States Government, in which suit they recovered from the Government \$8,000,000 for damages done to the Mississippi Choctaws in Mississippi. Scheming attorneys representing the tribe, dictate agreements, suggest, lobby for, and have passed laws that not only make it impossible for the Mississippi Choctaws to be enrolled upon tribal rolls, but through their influence they have actually created courts to prevent or exclude the Mississippi Choctaws from being enrolled. One of the blackest spots in the history of the administration of the Choctaw Nation is the escapades practiced in the citizenship court.

"The Mississippi Choctaw is a part of that great Indian nation which never raised a tomahawk against an American citizen. Thousands of her warriors displayed their heroism under Jackson at New Orleans."

[Alexander P. Powell, representative Mississippi Choctaw Indians; office, room 408, Bond Building, Washington, D. C.; 331 Pine Street, Laurel, Miss.]

SHREVEPORT, LA., October 28, 1913.

Mr. COLUMBUS OVERMAN,

Dexter, Kans.

DEAR SIR: Yours of recent date to hand. Beg to advise that I have already written up a number of your relatives under their great-great-grandmother Delilah, who was an Indian woman, and if you wish to be written up, on receipt of \$2.50, which I require for recording fee, etc., I will send you blanks to be filled out. I do not charge you any fee, but when I collect for you I get 20 per cent of collections.

I am also inclosing you a Pat Harrison bill and other literature and you can see for yourself how the case stands.

Yours, truly,

ALEXANDER P. POWELL.

HON. ALEXANDER P. POWELL,

1913.

DEAR SIR: Being a Choctaw descendant and desiring to make application for compensation for the violation of my rights under the treaty of 1830, between the Choctaw Nation and the United States Government, and being unable to go to your office for that purpose, I do hereby request that you come at your earliest convenience to ———, my place of residence, for that purpose, and I agree to reimburse you the necessary expense of your trip to and from said place, provided the same shall not exceed the sum of \$2.50.

Witness:

MEMORANDUM OF EVIDENCE.

In the matter of — — — — —, Mississippi Choctaws.

Full name, — — — — —.

Post-office address, — — — — —.

When and where were you born? — — — — —.

Is there any official record of your birth or baptism? If so, state where.

Father's name, — — — — —.

If living, state post-office address, — — — — —.

If dead, state date and place of his death. — — — — —.

Mother's maiden name, — — — — —.

If living, state post-office address, — — — — —.

If dead, state date and place of her death. — — — — —.

When and where were your parents married? — — — — —.

Is there any record of the marriage? If so, state where. — — — — —.

What was the name of your father's father? — — — — —.

When did he die, and where? — — — — —.

What was the name of your father's mother? — — — — —.

When and where did she die? — — — — —.

What was the name of your mother's father? — — — — —.

When and where did he die? — — — — —.

What was the name of your mother's mother? — — — — —.

When and where did she die? — — — — —.

What is the name of ancestors who received land or script under the treaty of 1830? — — — — —.

How can you prove your descent from him or her? — — — — —.

Give name and address of all witnesses as to your descent from such ancestor, and refer to all church records which can give any information. — — — — —.

Did you ever go to Oklahoma to make application for enrollment on Choctaw rolls? — — — — —.

Have you ever made settlement on any lands in Oklahoma? If so, describe same. — — — — —.

Where were you denied enrollment? — — — — —.

Have you any documents proving your pedigree? Where are they? If so, attach or submit them. — — — — —.

Are any of your relatives now on the rolls of the Choctaw? — — — — —.

Give names of friends and neighbors who can testify to any matter of interest regarding your pedigree.

NAME.	ADDRESS.
— — — — —	— — — — —
— — — — —	— — — — —
— — — — —	— — — — —
— — — — —	— — — — —
— — — — —	— — — — —

Are any of your relatives now on the rolls of the Choctaw-Chickasaw Tribe as a Mississippi Choctaw? If so, give names and address and number on roll. — — — — —.

If you can, give a description of the land your ancestors received in Mississippi under the treaty of 1830. — — — — —.

STATE OF MISSISSIPPI, — — — — —, County of — — — — —.

— — — — —, being duly sworn upon oath, deposes and says that the matters and things set forth in the foregoing statement are true to the best of his knowledge and belief.

Subscribed and sworn to before me this — — day of — — — — —, 191—.

— — — — —, Notary Public.

Mr. FERRIS. Now, the estimated expenses of collecting he deducts, which he says will be \$150,000, which leaves them the pitiful sum of \$3,094,223.

Mr. SNYDER. He hasn't got it yet.

Mr. FERRIS. Not yet, and they never should get it. I know no committee will ever countenance such a performance as that for a minute. But he does do—they come before Congress and try to create doubt and confuse the minds of the Members so they will not do what they ought to do, give the Oklahoma people their money.

Mr. DILL. Has he any contracts with these Indians that are provided for in this bill?

Mr. FERRIS. No.

Mr. DILL. Then if this legislation passed he would not get anything?

Mr. FERRIS. No. These are the regularly enrolled people that are to get this money direct. It is these outside people brought here by perjured convicts' testimony, witnesses who can neither read or write, without conscience, soul, or decency to tell the truth on any subject, that he has contracts with.

Mr. HARRISON. Do they represent any Indians already identified by the Dawes Commission or by McKinnon? I do not think they do.

Mr. FERRIS. They say they do. I have it right here. Let me read what they say. They claim to represent over 2,000 indigent Indians.

Mr. CARTER. Let me ask the gentlemen, did Mr. Ballinger state in his testimony that he represented those people?

Mr. FERRIS. Let me pause long enough to say that I do not attempt to throw the slightest shadow upon the distinguished and able gentleman from Mississippi or any of his people. They are warm-hearted, lovable people, and would not do a wrong if they knew it. And I know the gentleman from Mississippi does not approve of this performance; but let me urge of him, in deference to his good name, and in deference to his ability, honor, and standing in this House, if he does not think he is treading on awfully dangerous ground to be continually fighting in the same trench with this band of wolves and hyenas that would rob our people of the last dollar they had? And I say to you, Mr. Chairman, that the Oklahoma Indians will never have a moment's peace as long as they have a mite to their names or a dollar in their pocket but what some attorney will be trying to filch and rob them of it. And I think that a people who for nearly 100 years have been faithful, law-abiding citizens, who have served both in the Army of the Union and in the Rebellion, that it is time they have their peace and be free from this persecution, and the only way to do it, my friends, is to give them their money that they are entitled to.

Do you know, gentlemen of the committee, that at the time Congressman Carter and Senator Owen came to the Congress they could not sell their own lands? The Indians of the Five Civilized Tribes have been, most of them, well educated for 50 years, and it is very humiliating to them. It is wrong. This provision ought to be rewritten, and it ought to direct the Secretary of the Interior to do exactly what the Atoka agreement says they will do and give them every cent of their money. That is what ought to be done. The Atoka agreement, which caused the Indians to let the white

settlers come in there--they only agreed to the Atoka treaty when Congress agreed to distribute their money when it was paid in. The Curtis bill which vitalized this--I have it here--carried a provision section 17, as I recall directing that within a year after the money was collected it should be distributed to them. It is their money. We do not ask, as I am informed in the language in the bill, that we are fearful that there may be some of our own people that will need something later on; but, gentlemen, we do ask that this payment be made, and if it is changed at all it ought to be increased. I know it is not your wish that these Indians suffer longer.

I want to say to my friend, Mr. Harrison, that the Indians of Oklahoma for nearly 100 years beckoned to his people to come over to Oklahoma and help build up that new State, but they remained behind. They would not come, and they will not come now. He does not propose to have them come. He is not in favor of having them come now. He wants to lug some of the money from our Indians who went out on the frontier and took the hardships back to Mississippi and give it to his own people, so that they in turn can give 40 per cent of it to these attorneys.

MR. HARRISON. The gentleman is mistaken about my wanting to give it to the attorneys. I think you can write a provision in there that will prevent that.

MR. FERRIS. That is iridescent dream, like ships that pass in the night. We have tried to choke off these attorneys before and have failed. They are getting fees all the time at the Indian Office that they would not get if we could stop it.

Now just let me say three or four words more. Four Secretaries of the Interior have said that these people shall not be enrolled while they live in Mississippi; that they are not entitled to be enrolled under the law or the facts. The Federal court said the same thing; the Supreme Court said it when they dismissed their case on their own motion. When the appellant dismisses his own case he assumes and accepts the judgment of the Federal court, as he did in this case, and it becomes a final judgment just as effectually as though the court had rendered a decision.

MR. HARRISON. Isn't it purely a question of jurisdiction?

MR. FERRIS. No; the appellants dismissed their own case. The appellants, I repeat, dismissed their own case. The attorneys for the appellants dismissed their case.

MR. HARRISON. That is very true, but the court held they did not go into the merits of the proposition.

MR. FERRIS. Of course they did not, because the attorneys for the appellants did not give them a chance to, and as Congress also said Judge Clayton, the Federal judge, had final jurisdiction.

I repeat, four Secretaries of the Interior have held that these people had no rights, beginning with James Rudolph Garfield, Secretary of the Interior when I came to Congress; later Mr. Ballinger, who was the next Secretary, and later Walter Fisher, and next Secretary Lane, who is the present Secretary, in the strongest kind of a letter last year and again this year.

THE CHAIRMAN. Didn't Secretary Hitchcock also pass on this question?

Mr. FERRIS. Perhaps he did, but that was before I came to Congress. And Congress itself, by the solemn act of April 27, 1906, says these rolls shall be forever closed March 4, 1906. Is there no time when these people can have their peace? Is there no time that these people can be through trying this fourteenth article?

Now I beg your pardon for taking so much of your time. I have all the records here and would like to go over them with you.

Mr. CARTER. How long were these rolls held open for the Mississippi Choctaws?

Mr. FERRIS. From 1830 up until 1890 every Indian who came from Mississippi was enrolled. There is no question about that at all, for that period of 60 years, and then from 1890 to 1907, a period of 17 years, there was a body created by Congress to determine who should and who should not be enrolled. Now will you gentlemen, after 60 years of the rolls being free and easy and absolutely open, and after 17 years of holding them open as a judicial body to pass upon it, will you yet hold these rolls open longer? And more than that, will you continue to hold the money away from the Indians that Congress has solemnly agreed to give them?

Mr. CARTER. Let me ask another question. What time was necessary for a native Choctaw to be on the reservation in order to be enrolled?

Mr. FERRIS. I have not that in mind.

Mr. CARTER. It was June 28, 1898. How much time after that could the Mississippi Choctaw come upon the reservation and be enrolled?

Mr. FERRIS. He was given the first six months and a year after that.

Mr. CARTER. Until March 4, 1907.

Mr. FERRIS. He was given to the 4th of March 1907?

Mr. CARTER. Yes.

Mr. DILL. How long has this money it is proposed to pay to these Indians been available for payment?

Mr. THOMPSON. The money is available—perhaps not all of it yet. There are several million dollars here now available for payment.

Mr. DILL. How long is the money that is proposed to be paid by this legislation been available?

Mr. FERRIS. Some 9 or 10 years.

Mr. DILL. Has it been drawing interest?

Mr. FERRIS. Yes; part of it has, and part of it has not. I also desire to incorporate the report of Secretary Lane on this same proposition last year.

REPORT OF THE SECRETARY OF THE INTERIOR ON THE HARRISON BILL (H. R. 12586).

THE SECRETARY OF THE INTERIOR.

Washington, January 8, 1915.

MY DEAR MR. STEPHENS: I have the honor to refer hereto, to a communication of August 12, 1911, from Hon. C. D. Carter, then acting chairman of the Committee on Indian Affairs of the House of Representatives, with which was inclosed a copy of H. R. 12586, entitled "A bill to reopen the rolls of the Choctaw- Chickasaw Tribe and to provide for the awarding of the rights secured to certain persons by the fourteenth article of the treaty of Dancing Rabbit Creek, of date of September 27, 1839." He also referred to H. R. 4536 and requested that I consider the two bills together and make a report thereon.

Upon examination of H. R. 4536 I find that said bill is identical with H. R. 19213, introduced by Mr. Harrison of Mississippi in the Sixty-second Congress, second session, upon which last-mentioned bill the department submitted to your committee a

report dated July 2, 1912. H. R. 12586, introduced in the present Congress by Mr. Harrison, is a similar bill to the above-mentioned bills, except that in said H. R. 12586 an additional paragraph is included in section 2 to provide for the enrollment of all persons who were identified as Mississippi Choctaws by the Dawes Commission in its report of March 10, 1899, commonly known as the McKennon roll, and of all persons identified as Mississippi Choctaws by the Dawes Commission from March 10, 1899, to March 4, 1907, whose identification was approved by the Secretary of the Interior, but whose names did not appear on the final citizenship rolls of the Choctaw and Chickasaw Nations.

The claims of Mississippi Choctaw Indians to recognition as citizens of the Choctaw Nation of Oklahoma and to share in the property of said nation are based upon article 14 of the treaty of September 27, 1830 (7 Stat., L. 335). Pursuant to the terms of the treaty, a large number of Choctaws were transferred from Mississippi to the country west, later known as Indian Territory. These Choctaws who so removed and their descendants now constitute the main body of what is known as the Choctaw Nation. There were, however, a considerable number of Choctaws who remained behind in Mississippi, some of them under the provisions of article 14 above mentioned.

Said article 14 provided that the persons who claimed thereunder should not lose the privilege of a Choctaw citizen, but if they ever removed were not to be entitled to any part of the Choctaw annuity. The Indians who remained behind under the provisions of said article 14 received either land in Mississippi or scrip, which gave the applicants the right to enter public lands in certain Southern States. A part of said scrip, however, was later commuted by a money payment. Some of the fourteen-thousand claimants later made their way West and joined the main body of the tribe in the Indian Territory. The Choctaw Council by various acts recognized the right of said absentee Mississippi Choctaws to remove to the Nation, and actually invited them to do so.

Under the provisions of the Atoka agreement with the Choctaw and Chickasaw Tribes contained in the act of Congress of June 28, 1898 (30 Stat. L., 495), the supplemental agreement contained in the act of July 1, 1902 (32 Stat. L., 641), and later acts of Congress for the purpose of carrying out the provisions of said agreements, the claims of individual Mississippi Choctaw Indians to be identified and to be enrolled as entitled to share in the property of the Choctaw Nation were fully considered by the Commission to the Five Civilized Tribes and by the department after full hearing, at which the claimants had ample opportunity to present all the evidence which they could procure in support of their claims. Very few claimants were able to prove descent from an ancestor who received or applied for benefits under the provisions of article 14 of the treaty of 1830.

The history of the Dawes Commission enrollment work relative to Mississippi Choctaw claimants is very fully set out in a communication of April 14, 1914, from William O. Beall, at one time secretary of the commission to the Five Civilized Tribes. A copy thereof is inclosed for your information.

For your further information as to the history of the Mississippi Choctaw claims and of the department action in the preparation of the final rolls there is inclosed a copy of department letter of July 2, 1912, to the chairman of the Committee on Indian Affairs of the House of Representatives.

Judge William H. H. Clayton in his decision in the case of Jack Amos *v.* The Choctaw Nation, a copy of which may be found in the appendix of the annual report of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1901, said that no treaty or acts of the Choctaw Council or of any officer of the Choctaw Council since the treaty of 1830 could be cited, or at least he had not found them, whereby any right or privilege had been conferred, granted, or recognized in or to a Mississippi Choctaw so long as he remained away from his people, and that no right was recognized or conferred upon such absent Indian except upon the condition that he should remove to the nation, and the right was not to be consummated or enjoyed until actual removal.

Mississippi Choctaw Indians who, while the opportunity was theirs under the privileges accorded them refused to emigrate with the tribe to the new country west, and who never shared in the burdens and hardships of the pioneer life incident to the establishment of the new tribal government west of the Mississippi, have at this late date no way that the tribal property of the Choctaw Nation made valuable by the emigrants is being divided per capita among the enrolled recognized citizens of the nation, no equitable right to share in said property.

With respect to the persons who were identified by the Dawes Commission as Mississippi Choctaws under the provisions of the act of Congress of June 28, 1898 (30 Stat. L., 495), but who failed to remove and make settlement in the Choctaw-Chickasaw

country, as required by the act of Congress of July 1, 1902 (32 Stat. L., 641, secs. 41, 42, 43, and 44), it may be said that, irrespective of their unfortunate condition of poverty and ignorance, there is no ground, legal or equitable, for holding the Choctaw and Chickasaw Nations responsible for the failure of said identified persons to comply with the law as to removal and settlement. No obligation rested upon the United States to provide means for the removal of such Indians.

Referring to the class of claimants whose names were contained in an identification roll submitted by the Commission to the Five Civilized Tribes on March 10, 1899, but never approved by the Secretary of the Interior, your attention is invited to the fact that the commission soon recognized the inaccuracy and incompleteness of that roll and requested the department to disregard it and to return the same to the commission. In order that there might be no doubt as to the standing of said roll, it was disapproved by the department on March 1, 1907. The larger part of the persons whose names were contained in that disapproved roll were afterwards placed on the approved identification rolls, and those who complied with the law as to removal and settlement were enrolled on the final rolls of Mississippi Choctaw Indians.

In the investigation and examination of Mississippi Choctaw claims made in 1900 and the years following by the Commission to the Five Civilized Tribes every effort that was possible to be made was made by said commission to reach all persons who had any equitable claim to recognition as Mississippi Choctaws, and especially to find those who were full-blood Choctaw Indians.

H. R. 4536 and 12586 in effect provide, so far as the Mississippi Choctaw claimants are concerned, a general reopening of the rolls of the Choctaw Nation, necessitating a review of all the cases which had been adversely decided by the United States courts, the Department of the Interior, and the Choctaw and Chickasaw Citizenship Court, as well as the consideration of claims not heretofore presented or considered, and empower the Secretary of the Interior to determine the rights of the claimants upon such evidence as may be produced by the applicants, without regard to any adverse judgment or decision heretofore rendered by any court or commission to the Five Civilized Tribes, or the Department of the Interior, and without regard to any condition or disability heretofore imposed by any act of Congress.

The records of the department show that Mississippi Choctaw claimants have been to an unusual extent the victims of numerous extortionate contracts, and the correspondence in many cases indicates that contracts were obtained through misrepresentations as to the facts, and in some cases that such contracts were obtained from claimants who believed that the persons obtaining the contracts were Government agents. Your attention is invited to the report of Inspector McLaughlin, of this department, which report appears in print in the Congressional Record of July 10, 1914, commencing on page 13022.

Referring to section 9 of said bills, I am of the opinion that, in view of the large amount of tribal property yet to be disposed of and of other matters affecting the tribes, it would be inadvisable to abolish the tribal organization of the Choctaw and Chickasaw Nations at the present time.

In view of the facts as presented to me, I am of the opinion that no legislation should be enacted for the reopening of the rolls of the Choctaw Nation for the benefit of the Mississippi Choctaw claimants.

Very truly, yours,

FRANKLIN K. LANE.

HON. JOHN H. STEPHENS,

*Chairman Committee on Indian Affairs,
House of Representatives.*

Secretary Ballinger on February 12, 1910, opposed the reopening of the rolls. Writing the Senate Committee on Indian Affairs, he said:

In conclusion, I am constrained to believe, and therefore recommend, that the rolls be not opened up, but that proper legal authority be given the Secretary of the Interior to place upon the rolls those Indians (about 52 in number) whose applications were approved by the Commissioner to the Five Civilized Tribes and were transmitted to Washington before the 4th of March, 1907, but did not reach the department until after the rolls were closed; and, furthermore, that proper authority be given the Secretary of the Interior to examine and place upon the rolls the minor orphan children incompetents, and Indians in incarceration whose claims were not presented in due time for adjudication. I am informed that this class numbers about 200. No

one seems to have taken the responsibility of presenting the claims of this class for consideration. They could not look after their own interests. (See S. Doc. No. 1139, 62d Cong., 3d sess.)

Assistant Secretary Samuel Adams on July 2, 1912, reported against the enrollment of the Mississippi Choctaws. After reviewing their case at length, he stated: "In fact, it may be urged by the tribes that responsibility if any, rested upon the United States instead," and concluded as follows: "In view of the fact stated above, I am of the opinion that the bill (referring to the Harrison bill to enroll the Mississippi Choctaws) should not be enacted into law."

Assistant Commissioner of Indian Affairs Meritt, in recommending this payment while before the subcommittee on December 20, 1915, made the following statement:

Inasmuch as a \$100 per capita payment was made to the enrolled members of the Chickasaw Nation under the act of August 1, 1914, at which time no payment was made to the enrolled members of the Choctaw Nation, it is therefore recommended that the enrolled members of the Choctaw Nation should be paid \$100 per capita more than the amount provided for the enrolled members of the Chickasaw Nation. These payments would be made from the tribal funds belonging to the Choctaw and Chickasaw Nations and would not be a tax on the Federal Treasury.

STATEMENT OF HON. W. W. HASTINGS, REPRESENTATIVE IN CONGRESS FROM THE STATE OF OKLAHOMA.

Mr. HASTINGS. It is perfectly apparent, Mr. Chairman and gentlemen of the committee, that I can not go into any extended argument on this question of citizenship at this time. However, Mr. Ferris and Mr. Thompson have dealt with the question so elaborately that I think it entirely unnecessary. I might say to the committee, however, for the benefit of the record that I would like to ask in advance the privilege of inserting in the record an argument which I have prepared upon this question.

The CHAIRMAN. Without objection it may be inserted.

(The argument referred to is as follows:)

The question under consideration is not a difficult one, nor will it be necessary to consume much time in its discussion. It is proposed by this amendment to direct the Secretary of the Interior to pay to the enrolled members of the Choctaw Tribe, entitled under existing law, \$200 per capita out of their own moneys, and the Chickasaws \$100 per capita out of their funds. They should be paid more—the Choctaws \$300 and the Chickasaws \$200 per capita.

The statement of the Commissioner of Indian Affairs, found on pages 336 and 337 of the hearings before the committee, in justification of the item under consideration, shows that there is to the credit of the Choctaws tribal funds aggregating \$7,432,353.24 and that there is to the credit of the Chickasaws tribal funds amounting to \$1,922,110.48, or a total of \$9,354,463.72 in both funds. The justification further invites attention to the additional property owned by the Chickasaw and Choctaw people, including unsold lands and other property. It is estimated that the entire value of their property approximates \$31,503,954.95.

There are 20,799 enrolled members of the Choctaw Tribe entitled to share in this distribution and 6,304 Chickasaws. A per capita payment of \$100 was made to the members of the Chickasaw Tribe a little more than a year ago, which is the reason for the payment to the Choctaws now of \$100 more than to the Chickasaws.

The members of the two tribes have an undivided equal interest in and to the lands and funds of both tribes, being separated only for political purposes. A per capita payment of \$200 to the Choctaws would aggregate \$4,159,800, and \$100 to the Chickasaws would amount to \$630,400, and to both Choctaws and Chickasaws \$4,790,200. Hence, it will clearly be seen that \$300 could be paid to the Choctaws and \$200 to the Chickasaws, which would only require \$7,600,500, leaving a balance of \$1,753,963.72 in the Treasury, in addition to more than \$22,000,000 worth of property not converted into cash.

When the Dawes Commission was created by the act of March 3, 1893, the Choctaw people had their own government with about as much sovereignty as a State of the Union. They had their own constitution and laws, their own governor, their own courts, and their own legislature. They made, executed, and enforced their own laws, appropriated their own money, and conducted their own schools. Railroads were built through the Indian Territory, towns sprang up, and white people from almost every State in the Union came among them. Finally, the Choctaws yielded to the pressure of the Government and signed a treaty at Atoka on April 23, 1897 (30 Stat., 495), providing in detail for the allotment of their lands among the enrolled members of the tribe, the making of the rolls, the disposition of town sites, and in fact an adjustment of all their relations with the Government of the United States. This agreement looked to the members of the Choctaw Nation becoming citizens of the United States and the creation of a State out of the lands held by the Five Civilized Tribes.

The act of March 3, 1893 (27 Stat., 612, sec. 16), creating the Dawes Commission, stated that it was—

“To enable the ultimate creation of a State or States of the Union which shall embrace the lands within said Indian Territory.”

The members of the Choctaw Tribe accepted these promises and their lands were allotted. Almost 19 years have elapsed since this treaty was ratified. A very large percentage of the Choctaws have died, but with the exception of a small per capita payment of \$50, none of their moneys have been disturbed. The members of the Choctaw Tribe were allotted large areas of land. They had to build houses upon their allotments, clear up their fields, place fences along section lines, and otherwise improve their farms. They are greatly in need of a distribution of their own money, in order to accomplish these purposes. The Government can not justify itself in longer withholding a partial distribution.

The supplemental agreement ratified by the act of July 1, 1902 (32 Stat., 641), section 14, promises a distribution of the moneys per capita (p. 391) among the members of the tribe, when their allotments should be made and their property disposed of. They now have more than \$9,000,000 to their credit, and certainly this amount should be distributed among their own members. There is really no argument whatever against the distribution of this money, but every argument in its favor. One-fourth of the entire membership of the tribe is now dead and never received any part of their money. In my judgment, it is a legislative crime against them to longer withhold it.

CITIZENSHIP QUESTION.

The only argument urged against the distribution of this money is that certain Mississippi Choctaw claimants to citizenship should be provided for, that the money hereinabove referred to as being Choctaw tribal funds, is a trust fund, and that the claimants to citizenship have some legal right thereto. It is to this question that I desire to address myself.

Many Members of Congress and good lawyers throughout the United States do not understand the citizenship question among the Five Civilized Tribes. They think it is a question of inheritance. This is a mistake. It requires three things to constitute citizenship in any of the Five Civilized Tribes:

1. You must be an Indian of the tribe by blood.
2. You must be a recognized enrolled member of the tribe.
3. You must be a resident of the tribe.

A great many people think that it is only a question of blood. However, many people of Choctaw and Cherokee blood reside in numerous States throughout the Union, but they are not members of the tribe. They are not residents of the tribe, and even if they are of the full quantum of Indian blood they are not entitled to enrollment. This question has been decided by every court to which it has been presented.

The promise of a patent by article 2, treaty of 1830 (7 Stat. L., 335), to the Choctaws provided that the lands granted the Choctaws should be theirs “as long as they exist as a nation and live on it.”

“Art. 2. The United States, under a grant specially to be made by the President of the United States, shall cause to be conveyed to the Choctaw Nation a tract of country west of the Mississippi River, in fee simple to them and their descendants, to inure to them while they shall exist as a nation and live on it.”

And article 3 of said treaty is as follows:

“In consideration of the provisions contained in the several articles of this treaty, the Choctaw Nation of Indians consent and hereby cede to the United States the entire country they own and possess east of the Mississippi River; and they agree to

remove beyond the Mississippi River as early as practicable and will so arrange their removal that as many as possible of their people, not exceeding one-half of the whole number, shall depart during the falls of 1831 and 1832, the residue to follow during the succeeding fall of 1833; a better opportunity in this manner will be afforded the Government to extend to them the facilities and comforts which it is desirable should be extended in conveying them to their new homes."

The patent executed by President Tyler in 1842 contained a similar provision, and is as follows:

"That the United States of America, in consideration of the premises and in execution of the agreement and stipulation in the aforesaid treaty, have given and granted and by these presents do give and grant unto the said Choctaw Nation the aforesaid 'tract of country west of the Mississippi' to have and to hold the same, with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging, as intended 'to be conveyed' by the aforesaid article, 'in fee simple to them and their descendants, to inure them, while they shall exist as a nation and live on it,' liable to no transfer or alienations, except to the United States or with their consent."

Article 14 of the Choctaw treaty of 1830 (7 Stat. L., 335) gave the adult Choctaws who remained in Mississippi 640 acres of land, children over 10 years of age 320 acres, and children under 10 years of age 160 acres. They were made citizens of the United States and of the State of Mississippi. All could have accepted land and some did. They were recognized as citizens of the State under the laws of Mississippi. About 15,000 moved west under the treaty of 1830 and 4,180 remained. They could easily be identified up to 1842. Between 1838 and 1855, 3,400 moved to the Choctaw Nation and became members of the tribe. Congress later provided for a payment to those Mississippi Choctaws who remained behind, and 3,585 received scrip, entitling them to locate upon public lands in the States of Alabama, Arkansas, Louisiana, and Mississippi. This scrip was transferable and in lieu of the second half of the scrip, Congress appropriated and paid these Mississippi Choctaws \$872,000, conditioned upon their first removing to the Choctaw Nation in the Indian Territory. When they removed, they could have remained there and have been identified as citizens of the Choctaw Nation; but with their removal from the Choctaw Nation they abandoned their citizenship, disconnected themselves from their tribe, and were no longer members of the tribe, and have no legal claim whatever to being enrolled as members of the tribe.

The Choctaw Nation has dealt generously with these people, and up to the time when the lands were finally allotted, they voluntarily admitted all Indians of Choctaw blood as members of the tribe; but Congress insisted upon a termination of their tribal government and the allotment of their lands and a final settlement of their affairs. This could not be done without first settling the question as to who should be enrolled as members of the tribe.

The act of June 28, 1898 (30 Stat., 495), section 21, empowered the Secretary of the Interior to make a final roll of the citizens of the Five Civilized Tribes; and another provision of this same section specifically authorized the commission to make a roll of those Mississippi Choctaws entitled to citizenship under the fourteenth article of the treaty of 1830.

A provision in the Indian appropriation bill approved May 31, 1900, provided for the enrollment of the Mississippi Choctaws if they made bona fide settlement in the Choctaw Nation prior to the final approval of the rolls.

Section 41 of the supplemental agreement with the Choctaws and Chickasaws approved July 1, 1902 (32 Stat., 641), provided for the enrollment of the Mississippi Choctaws at any time within six months after their identification as Mississippi Choctaws by making bona fide settlement within one year in the Choctaw Nation.

Section 21 of the act of June 28, 1898 (30 Stat., 495), contained a provision making the rolls final when approved by the Secretary of the Interior, as follows:

"The rolls so made, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon, with their descendants thereafter born to them, with such persons as may intermarry according to tribal laws, shall alone constitute the several tribes which they represent."

The Indian appropriation bill approved March 3, 1901 (31 Stat., 1077), contained a provision making the rolls of the Dawes Commission of the Five Civilized Tribes final when approved by the Secretary of the Interior, as follows:

"The rolls made by the Commission to the Five Civilized Tribes, when approved by the Secretary of the Interior, shall be final, and the persons whose names are found thereon shall alone constitute the several tribes which they represent."

Section 2 of the act of April 26, 1906 (34 Stat., 138), provided that the rolls of the tribe affected by this act shall be fully completed on or before the 4th day of March, 1907,

and the Secretary of the Interior shall have no jurisdiction to approve the enrollment of any person after said date, as follows:

"*Provided*, That the rolls of the tribes affected by this act shall be fully completed on or before the fourth day of March, nineteen hundred and seven, and the Secretary of the Interior shall have no jurisdiction to approve the enrollment of any person after said date."

It will be seen that the first Choctaw agreement was made in 1897, and ratified by an act of Congress approved June 28, 1898, and that the enrollment proceeded from that time in 1898, until March 4, 1907, or a period of about nine years, and that provision was made for the identification and enrollment of such Mississippi Choctaws who chose to remove and permanently locate and become citizens of the Choctaw Nation, later to be admitted as a part of the State of Oklahoma. Such Indians as availed themselves of these provisions were enrolled. Those remaining in Mississippi were not enrolled.

Now, those opposing this provision providing for a partial distribution of this money are attempting to assert that the Mississippi Choctaws and their descendants in the State of Mississippi are entitled to enrollment as members of the Choctaw Tribe and to participate in the distribution of the money. Their contention is not tenable. Every court, commission, secretary, or committee investigating this question has decided against them.

1. The Supreme Court in the Eastern Cherokee case (117 U. S. 288) held that the North Carolina Cherokees could not live apart from their tribe and share in the benefits of the funds and common property of the tribe. The court, after reviewing the treaties relating to the same, concluded by saying:

"If Indians in that State (North Carolina) or in any other State east of the Mississippi wish to enjoy the benefits of the common property of the Cherokee Nation in whatever form it may exist they must, as held by the Court of Claims, comply with the constitution and laws of the Cherokee Nation and be readmitted to citizenship as there provided. They can not live out of its territory, evade the obligations and burdens of citizenship, and at the same time enjoy the benefits of the funds and common property of the nation. Those funds and that property were dedicated by the constitution of the Cherokees and were intended by the treaties with the United States for the benefit of the united nation and not in any respect for those who had separated from it and become aliens to their nation. We can see no just ground on which the claim of the petitioners can rest in either of the funds held by the United States in trust for the Cherokee Nation."

2. The Dawes Commission in the Jack Amos case held that the Choctaws residing in Mississippi were not entitled to enrollment without removal to the Choctaw Nation as follows:

"This historical review of the acquisition of this territory by the Choctaw Nation and its subsequent legal relations to it makes it clear, in the opinion of this commission, that the Mississippi Choctaws are not under their treaties entitled to all rights of Choctaw citizenship except an interest in the Choctaw annuities and still continue their residence and citizenship in Mississippi." (H. Doc. 274, 55th Cong., 2d sess.)

3. The Federal Court, through Judge Clayton, affirmed the decision of the Dawes Commission in the Jack Amos case and held that the Mississippi Choctaws residing out of the tribe were not entitled to be enrolled:

"In the third article of the treaty the Choctaws agreed to move all of their people within three years, and the United States intended that they should go. But by the fourteenth article of the treaty provisions were made whereby those who should decide to remain and become citizens of the State of Mississippi in the event that, because of the intolerance and persecutions of the whites which they themselves had so bitterly experienced, or for any other cause, they might become dissatisfied with their altered conditions and their new citizenship and desire to follow them to their new homes, and thereafter exercise with them in their own country the privileges of citizenship, they could do so except that they were not to participate with them in their annuities, the lands which they were to receive in Mississippi being deemed a compensation for that.

"When the fourteenth article of the treaty was framed the negotiating parties understood that the policy of the United States was that the Choctaws were to be removed. The Choctaws, in article 3, had just agreed that they should all go. The ink was not yet dry in article 2, whereby the condition was placed in this grant to the lands that they were to live upon or they should be forfeited, and that no privilege of citizenship could be conferred or enjoyed outside of the territorial jurisdiction of their newly located nation. Understanding these conditions, the latter clause of article 14 was penned:

"Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove—that is, if they ever place themselves on the land and within the jurisdiction of the nation whereby those privileges may become operative—are not to be entitled to any portion of the Choctaw annuity."

"In other words, if they ever remove, they are to enjoy all of the privileges of a Choctaw citizen except that of participating in their annuities. If this be not the meaning to be attached to the word 'remove' as used in the clause of the treaty under consideration, it must be meaningless. But in the interpretation of statutes it is the duty of the court to so interpret them as to give to every word a meaning, and in doing so it must take into consideration the whole statute, its objects and purposes, the rights which are intended to be enforced, and the evils intended to be remedied; it may go to the history of the transaction about which the legislation is had and call to its aid all legitimate facts proven or of which the courts will take judicial notice in order to find the true meaning of the word as used in the statute. Of course, the same rule of interpretation applies to treaties. Applying these rules in the interpretation of article 14 of the treaty of 1830, I arrive at the conclusion that the 'privilege of a Choctaw citizen' therein reserved to those Choctaws who shall remain, thereby separating themselves, it may be forever, from their brethren and their Nation, becoming citizens of another sovereignty and aliens of their own, situated so that it would be impossible, while in Mississippi, to receive or enjoy any of the rights of Choctaw citizenship, was the right to renounce his allegiance to the Commonwealth of Mississippi, move upon the lands conveyed to him and his people, and there, the only spot on earth where he could do so, renew his relations with his people and enjoy all of the privileges of a Choctaw citizen except to participate in the annuities.

"As an evidence that the Choctaw people themselves took this view of the question attention is called to the fact that their council has passed many acts and resolutions inviting these absent Choctaws to move into their country, and on one occasion appropriated a considerable sum of money to assist them on their journey; and, until the past two or three years, have always promptly placed those who did return on the rolls of citizenship, but never enrolled an absent Choctaw as a citizen." (Cong. Rec., Jan. 8, 1915, vol. 52; pt. 2, pp. 1242-1245.)

4. An appeal was perfected to the Supreme Court of the United States and dismissed by the appellants. (190 U. S., 873.)

5. Congress by section 2 of the act of April 26, 1906 (34 Stat., 137), with all the information before it, ordered the rolls closed.

6. Secretary Ballinger on February 12, 1910, opposed the reopening of the rolls. Writing the Senate Committee on Indian Affairs, he said:

"In conclusion, I am constrained to believe, and therefore recommend, that the rolls be not opened up, but that proper legal authority be given the Secretary of the Interior to place upon the rolls those Indians (about 52 in number) whose applications were approved by the Commissioner to the Five Civilized Tribes and were transmitted to Washington before the 4th of March, 1907, but did not reach the department until after the rolls were closed; and, furthermore, that proper authority be given the Secretary of the Interior to examine and place upon the rolls the minor orphan children, incompetents, and Indians in incarceration whose claims were not presented in due time for adjudication. I am informed that this class numbers about 200. No one seems to have taken the responsibility of presenting the claims of this class for consideration. They could not look after their own interests." (See S. Doc. No. 1139, 62d Cong., 3d sess.)

7. Assistant Secretary Samuel Adams on July 2, 1912, reported against the enrollment of the Mississippi Choctaws. After reviewing their case at length, he stated: "In fact, it may be urged by the tribes that responsibility, if any, rested upon the United States instead," and concluded as follows: "In view of the fact stated above, I am of the opinion that the bill (referring to the Harrison bill to enroll the Mississippi Choctaws) should not be enacted into law."

8. The report of the subcommittee of the Indian Committee on January 2, 1915, reported against the reopening of the rolls in a lengthy report. (Report on H. R. 12586; Cong. Rec., Jan. 8, 1915, vol. 52, pt. 2, p. 1247.)

9. Senator Williams, on June 19, 1914, admitted on the floor of the Senate that the Mississippi Choctaws had no legal right to enrollment. On this date he said, as shown on page 10716 of the Congressional Record:

"I am not contending here that the Mississippi Choctaws, in the face of all that legislation and in the face of these decisions, have any right here that is enforceable in a court of law, but I am trying to get the legislative branch of this Government to change that law which was enacted against them and construed against them."

Continuing, Senator Williams says:

"So far as the construction of the court was concerned, I hardly see how the Supreme Court could have come to any other conclusion. * * * I am not talking now,

however—and I can not be thrown off the right scent—about what are their rights in court to-day. I am talking about what their rights ought to be.”

10. The present Secretary of the Interior, Hon. Franklin K. Lane, reported January 8, 1915, against the reopening of the rolls and reviewed this entire question at length, concluding in the following language:

“In view of the facts as presented to me, I am of the opinion that no legislation should be enacted for the reopening of the rolls of the Choctaw Nation for the benefit of the Mississippi Choctaw claimants.” (Cong. Rec., vol. 52, pt. 2, p. 1246.)

11. Congress, by a provision in the Indian appropriation bill last year, 1915, after extended hearings before the committee and after extended debate upon the floor of the House, provided for a partial distribution of this money in language similar to the provision in this bill.

12. The present Assistant Commissioner of Indian Affairs, before the House Indian Committee hearings on the Indian appropriation bill, pp. 336, 337, recommended he provision providing for a per capita payment to the Choctaws and Chickasaws.

Thus you will see that the Choctaw people are asking not for money from the Government, but to have their own money paid them. Certainly this is a reasonable request. The Government promised it to them. It is theirs. They are in very great need of it. Many of them have long ago gone to their reward. Others are old and decrepit and diseased. Congress should do justice to them and give them this money.

Now, every person making an argument before the Indian Committee and before Congress in favor of the enrollment of the Mississippi Choctaws, makes it admitting that the Mississippi Choctaws have no legal rights, makes it admitting that they did not remove to the Choctaw Nation, and makes it admitting that they are residents of the State of Mississippi, are citizens of that State, and of the United States.

Everyone must admit that the Choctaw Nation has been more than generous with them, and all must admit that all the Choctaws who removed to the Choctaw Nation and became bona fide settlers there before the rolls were closed and remained there, were enrolled.

Everyone making an argument in their behalf, makes it admitting that their enrollment was provided for by section 21 of the act of June 28, 1898, and provided for by the act of May 31, 1900, conditioned only upon their removing to the Choctaw Nation and permanently locating there, and provided for by the act of July 1, 1902, similarly conditioned.

Surely the Indian Committee will not longer delay the final settlement of Choctaw tribal affairs. It has now been too long delayed. This money should not only be paid, but Congress should at once provide for the disposition of the coal lands and other tribal property belonging to the Choctaw and Chickasaw people, and all their money should be prorated among them.

It is generally known, and it appears in the records, that a great lobby has been organized to secure the enrollment of the Mississippi Choctaws and that contracts have been secured aggregating millions of dollars. Interested attorneys have made all sorts of speeches and arguments looking to a delay in the payment of the Choctaw money and urging the reopening of the rolls. Surely Congress will follow the decisions of the courts, the Dawes Commission, the Secretaries of the Interior, and the Committees of Congress who have given extensive hearings to this question, rather than the pleadings of interested attorneys who will be enriched by the reopening of the rolls.

Almost 19 years have elapsed since the first Choctaw agreement was entered into in 1897. If the question of citizenship is again reopened,

a settlement of it will not be reached within the next quarter of a century.

As a final word, I beg the Members of Congress to at least give a small measure of justice to the Choctaw and Chickasaw people and provide for a partial distribution of their funds now.

Mr. Harrison based his argument for the enrollment of the Mississippi Choctaws upon four grounds:

First. Upon the fourteenth article of the treaty of 1830; and it has been shown that the Dawes Commission and the United States Court in the Jack Amos case decided against his construction of this article.

Second. He states that Senator Owen while attorney for the Mississippi Choctaws insisted that they should be enrolled. We have shown that Senator Owen in extended hearings before the Senate Indian Committee (pp. 74-108, 645-661) stated that great generosity has been shown the Mississippi Choctaws and that the rolls should now be closed, giving his reasons in detail why they should not be reopened. In other words, he makes the opposite contention to that of Mr. Harrison.

Third. He contends that the Eastern Cherokee case, reported in 202 U. S. 101, supports his contention. An examination of that case shows it does not support Mr. Harrison's argument, and that it was not a suit over the lands of the Cherokees west, or the proceeds thereof, nor for a division of their trust funds. On the other hand, the Cherokee case reported in 117 U. S. 288 is a case in line and is against the contention of Mr. Harrison.

Fourth. He states that Judge Townsend in an *ex parte* decision held that the Mississippi Choctaws were entitled to be enrolled without removing to the Indian Territory, now Oklahoma. This was when the Choctaw Nation was not represented, and later, in the case of *Ikard v. Minter*, which was affirmed by the Indian Territory Court of Appeals in an opinion written by Judge Gill (4 Ind. T. Repts., 214), after a full hearing and after the matter had been argued and briefed on both sides, Judge Townsend held that the Mississippi Choctaws were not entitled to be enrolled. Hence, it will be seen that the law is against Mr. Harrison, the decision of every court is against him, and the report of every committee of Congress is against him, as well as the report of every Secretary of the Interior.

Now, gentlemen of the committee, the records of the Indian Office show there is to the credit of the Choctaw tribal funds in round numbers about \$9,000,000; that added to their unsold property, which when converted into cash will approximate something like \$31,000,000.

The CHAIRMAN. What does that consist of?

Mr. HASTINGS. It consists of unsold tribal lands and coal lands in the Choctaw Nation, which added to the moneys which they have in the Treasury to the credit of the tribe will make this amount.

The CHAIRMAN. They are deriving quite a royalty from the sale of coal, are they not?

Mr. HASTINGS. They are deriving an annual royalty now upon the sale of coal.

Mr. SNYDER. About how much?

Mr. HASTINGS. I think about \$250,000. But I may be mistaken as to the amount.

There are on the Choctaw tribal rolls 20,799 persons, and upon the Chickasaw tribal rolls 6,304. Now, you will notice that this amendment provides payments of \$200 to the Choctaws and \$100 to the Chickasaws. The reason of this is that a year or more ago you provided for a per capita payment of \$100 to the Chickasaws, and this difference is in order to even them up, as those tribes have an equal undivided interest in and to the land and funds, the two tribes being separated only for political purposes.

Now, gentlemen, I can not go into this case like I would like to, but a great many people do not understand the question of citizenship. I might say I represented the Cherokee Tribe for 20 years in citizenship matters, and I feel therefore some familiarity with it. It takes three things to constitute citizenship in one of those tribes, and they are the same in each. I want to correct an erroneous impression on this question. Nearly every Member of Congress, nearly every lawyer outside of Oklahoma, thinks it is a question of inheritance. That is a mistake. You must have three things to constitute citizenship in one of the Five Tribes. First, you must be an Indian by blood; second, you must be a member of the tribe; and, third, you must be a resident of the tribe. Now, that has been decided by every court and every commission that has ever passed upon this question. Prior to June 10, 1896, the tribes passed upon their own questions of citizenship, but Congress, by the act of June 10, 1896, took that jurisdiction away and gave it to the Dawes Commission. Now, let me remind you, gentlemen of the committee, at that time we were in no State. We were political orphans in the Five Civilized Tribes. The Dawes Commission was not sent there to render a decision in our favor or against us, but it was sent there to render a fair and equitable decision, and to fairly and equitably administer affairs; and, gentlemen of the committee, certain members of the Dawes Commission were great lawyers, splendid lawyers, men who had paid special attention to these questions and thoroughly understood the purpose of this act of June 10, 1896, and thousands upon thousands of people applied for citizenship in the Five Civilized Tribes, and those citizenship questions have all been settled. I might say that in the Cherokee Tribe there were 50,000 people claiming to be entitled to enrollment as citizens in that tribe, and only 283 individuals were admitted; so you can see the vast amount of fraud that attends this matter of applying for citizenship in those tribes.

The Dawes Commission was created by the act of March 3, 1893. The first citizenship jurisdiction as above stated was given them by the act of June 10, 1896; additional jurisdiction was given them under the act of June 7, 1897; additional jurisdiction was given them under the act of June 28, 1898, under the act of May 31, 1900, and under the supplemental agreement of July 1, 1902.

As has been stated by Mr. Ferris, every unbiased tribunal that has passed upon this question has decided adversely to the contention of the Mississippi Choctaws. In other words, the Supreme Court of the United States in the Cherokee case reported in 117 U. S., 288, decided against them, holding that the Cherokee Indians who resided in North Carolina and had not removed to the Cherokee Nation should not be enrolled as members of the Cherokee Nation west, and were not entitled to participate in the distribution of their trust funds. Mr.

Harrison calls attention to what is known as the eastern Cherokee case (202 U. S., 101). Gentlemen, that case does not decide what Mr. Harrison claims for it. I have not time to analyze it, but it does not go into the question of citizenship west. It does not go into the question of the right to the Cherokee lands west; it does not go into the question of the Cherokee trust funds west, but the Cherokee case reported in 117 U. S. did go into that one question. The eastern Cherokee case in 202 is a decision on what the Government of the United States owed the Cherokees under the treaty of 1835, made in Georgia with the Cherokees and not paid to them at that time, and had nothing whatever to do with the Cherokees west; it has nothing to do with their lands or the proceeds of the lands of tribal funds. It was for a balance due under the treaty of 1835. The question of residence of citizenship was not involved.

The only other question that I have got time to answer was what Mr. Harrison said about Senator Owen. It is true that Senator Owen for a long time was representing the Mississippi Choctaws. He was their attorney. He made numerous arguments and filed many briefs before the courts and committees; and let me say, he frankly admits every court disagreed with him, every commission disagreed with him, every Secretary of the Interior disagreed with him, every authority before whom he went disagreed with him and held to the contrary, and Senator Owen himself, I want to say in justice to him, has stated this a number of times before the Senate Committee on Indian Affairs and on the floor of the Senate. He said:

I was the attorney of the Mississippi Choctaws who were enrolled by the Choctaw-Chickasaw agreement of 1902. I represented them from 1896 to 1906 and devoted my time to their interests for 10 years.

Now, here is what I wanted to call your particular attention to:

No Choctaw in Mississippi or elsewhere not on the approved rolls of March 4, 1907, has any legal or equitable right to enrollment or to any further hearing.

Mr. NORTON. Where is that statement made? What is the date in the Senate?

Mr. HASTINGS. I will look it up and give it to you. I took it from a speech of Hon. W. H. Murray, Member of Congress, in the House on April 24, 1914.

The CHAIRMAN. Without objection you may insert that at this point if you desire.

NOTE.—Senator Owen, before the Senate Committee on Indian Affairs, on January 18, 1915, pages 74 to 108 of the printed hearings, and on February 5, 1915, pages 645 to 661 of the hearings, stated at great length why he thought the Mississippi Choctaws should not be enrolled.

Mr. HASTINGS. I am sorry I have not any more time, but the question has been thoroughly covered. I have a large number of authorities that I will insert in the record with the permission already granted by the committee.

Part Twelve

Mr. MERITT. That is correct.
The amendment was agreed to.

ASSEMBLY HALL AND GYMNASIUM.

Senator CATRON. The next item is an appropriation of \$25,000 for assembly hall and gymnasium. Last year I made a request for that. It was given to the school at Albuquerque, but was not given ours, because it seemed they wanted to apportion this appropriation so that it would not all come at once, and I was assured we would have that the next time. The amount of that is \$25,000 for the assembly hall and gymnasium. I have spoken to Mr. Meritt about that, and he has stated that he would be here to give it his indorsement. Is that not correct, Mr. Meritt?

Mr. MERITT. Yes, sir. Mr. Chairman, we need the assembly hall and gymnasium for that school. We did not include it in our estimates for the reason that we wanted to keep the total amount at the lowest point possible. If the committee will give us the appropriation for this building it can be used to advantage.

Senator CATRON. I want to say one word about that. The Santa Fe location is a better location, a good deal, than the Albuquerque location, for health. These Indians, when they are brought from their Indian homes and put into these schools, seem to be afflicted more or less with an inclination to become consumptives or something of that kind. When they are taken from outdoor exercise and outdoor environment and put into these houses they seem not to be able to stand it. A great many of them are afflicted in that way with some disease or other. Now, we want this hall and gymnasium, not in order to help them in that regard, but because it will be a benefit to the institution. You have given it to Albuquerque and there is no reason why it should not be given here, because the same reasons that caused it to be given there prevail here.

The CHAIRMAN. You live in this city, do you not? That is your home city?

Senator CATRON. Yes, sir.

The CHAIRMAN. And have they no assembly hall there?

Senator CATRON. None at all.

Senator GRONNA. I move that it be allowed.

Senator PAGE. Allow what?

Senator GRONNA. \$25,000 additional.

Senator PAGE. You already have \$8,350 in addition to the \$67,150. Is that right, Mr. Meritt?

Mr. MERITT. Yes, sir.

The CHAIRMAN. Since you live there and have such intimate knowledge with the situation, we would like you to assist the committee on the floor.

Senator CATRON. I shall be very glad to do that.

The CHAIRMAN. Is there anything else you desire to submit, Senator Catron?

Senator CATRON. That is all I desire, and I thank the committee very much.

The amendment was agreed to.

CHOCTAW AND CHICKASAW PER CAPITA DISTRIBUTION.

**STATEMENT OF P. J. HURLEY, ESQ., NATIONAL ATTORNEY,
CHOCTAW NATION.**

Mr. HURLEY. Mr. Chairman and members of the committee, I was rather astonished that Mr. Ballinger, after having requested a hearing on this matter before the House committee, where the matter could be considered at length, has attempted to put it before this committee in a very few minutes. I am not surprised at Mr. Ballinger's attitude toward me nor do I feel inclined to answer any of his personal references. The fact is that all those who are attempting to secure money or other things of value from the Choctaw Nation are inclined to criticize me. Especially is this true if their attempts are of a fraudulent nature.

During last summer Mr. Ballinger served upon me, through the United States mail, 44 petitions in citizenship cases. These petitions contained the names of 250 applicants for enrollment as citizens, by blood, of the Choctaw Nation. These applicants are not Indians. They are negroes. They do not reside in the Choctaw Nation. The great majority of them had never made application for enrollment in the Choctaw Nation until they were approached by the agents and runners of Mr. Ballinger and his associates. During my investigation of these cases I developed the facts stated in the Bowie report in so far as those facts pertained to Choctaw cases. Mr. Ballinger's statement to the effect that I wrote that report is untrue. I did not see the report until a copy was given to me. As evidence I did not write the report, I call attention to the fact it does not pertain entirely to Choctaw cases. The report rendered by Mr. Bowie covers Mr. Ballinger's operations in Creek, Cherokee, Seminole, and Chickasaw cases. I represent only the Choctaw Nation.

Mr. Ballinger's attempt to have the committee understand that I am guilty of some kind of unethical conduct as a lawyer is merely an attempt upon his part to besmirch my reputation in order to divert attention from his own questionable conduct. In the matter that Mr. Ballinger referred to I did represent 35 applicants for enrollment as citizens of the Choctaw Nation. I represented these persons before I became attorney for the Choctaw Nation. This matter was referred to before this committee some three years ago when I appeared here in opposition to the payment of some \$3,500,000 of Choctaw money on contracts that were held by an attorney who claimed to be representing the Choctaws in matters pertaining to the sale of their tribal estate. The matter was entirely disposed of in my favor at that time, and I would not consider it again were it not for the fact that there are some Senators now here who were not present then. It was charged that I had represented claimants for citizenship in the Choctaw Nation before I became the attorney for the Choctaw Nation, and it was intimated that I still represented them while attorney for the Choctaw Nation. This charge was shown to be false, and Mr. Ballinger was present at that time. It is true that before I became attorney for the Choctaw Nation I did represent 35 claimants to citizenship out of 60,000 persons who were claimants for citizenship. Thirty-five persons out of 60,000 persons is not a very large per-

centage. There is not another case in the 60,000 that is similar to the case of the family of 35 that I represented. I find nothing in the fact that I once represented these 35 claimants that would disqualify me in representing the nation against all other claimants. No one else except those whom I am preventing from defrauding the Choctaws consider me disqualified. Mr. Ballinger stated to you that after I had been employed to represent claimants for citizenship I sought and obtained the attorneyship for the Choctaw Nation. The fact is that I did not seek the attorneyship for the Choctaw Nation. I was invited to take that position by the principal chief of the Choctaw Nation. The principal chief is present and will no doubt testify upon that point if called upon to do so.

The appointment of a tribal attorney is subject to the approval of the President of the United States. After having been appointed by the principal chief of the Choctaw Nation and before the presentation of my contract to the President for approval, I wrote a letter to the President of the United States and one to the Secretary of the Interior stating to them that I had theretofore represented 35 claimants for citizenship in the Choctaw Nation, and insisted that it be understood before the approval of my contract that if my contract should be approved, that out of deference to legal ethics I should not be required to appear against my former clients in behalf of the Choctaw Nation. Since my appointment I have not appeared either for or against my former clients. With these facts before the President and the Secretary, my contract was approved. This all occurred during the administration of President Taft. With all these matters in the record, I have since been reappointed by President Wilson. I feel that it is unnecessary to assure those who know me that I have in all matters and at all times adhered strictly to the ethics of my profession. I am somewhat gratified that after five years of the service of the nature required in my present position, that those who desire to attack my integrity have been able to find nothing in my entire record that could be distorted into the form of adverse criticism, with the exception of the fact that I once represented 35 claimants for citizenship in the Choctaw Nation. I retired from those cases, with the consent of my clients, upon my appointment as attorney for the Choctaw Nation, and it might be said in passing that those are clean cases, and a clean argument was presented for the enrollment of the claimants. The names of the claimants and my argument are matters of record in the proceedings of this committee, and I am not ashamed of the cases or the argument that I presented in them. These cases were not like Mr. Ballinger's cases; there was no fraud in them; no false affidavits made by professional witnesses, as there is in Mr. Ballinger's cases. What I have stated in this matter is borne out by the record of the hearings before this committee in regard to the so-called McMurray contracts, and also by the records of the Interior Department.

Let us return now to the subject under consideration. Forty-four petitions, containing the names of 250 applicants for citizenship in the Choctaw Nation were served upon me by Mr. Ballinger. Of these 44 cases, 33 are corroborated by the affidavits of Alec Nail, an old negro, and 20 cases are corroborated by the affidavits of Webster Burton, a negro. In some cases the affidavits of Burton and Nail

appeared in corroboration of the same petition. These negroes are illiterate and sign by mark. They are used as professional witnesses by the firm of Ballinger, Lindley & Rodkey in citizenship matters which are being conducted by their office in Muskogee. That is the statement I made——

Mr. BALLINGER. They never were there——

Mr. HURLEY. Wait a moment; I allowed you to finish without interruption. Now, gentlemen, for the purpose of this record I ask that there be inserted here the title of each case, the names of the witnesses who appeared, and the number of affidavits that they made.

The CHAIRMAN. If there is no objection, that will be inserted.

(The list referred to is here printed in full as follows:)

LIST OF APPLICATIONS OF PERSONS FOR ENROLLMENT AS CITIZENS BY BLOOD OF THE CHOCTAW NATION.

Case No. 2. In re application of James Goings for himself and others for enrollment as citizens by blood of the Choctaw Nation. Number of applicants involved, six. Supported by affidavit of Alec Nail.

Case No. 3. In re application of Jackson Barrett for enrollment of himself and others as citizens by blood of the Choctaw Nation. Number of applicants involved, eight. Supported by affidavits of Alec Nail and W. M. James.

Case No. 3B. In re petition of Mary Ross, née Dunn, née Fulsom, for enrollment of herself and child as citizens by blood of the Choctaw Nation. Number of applicants involved, two. Supported by affidavits of W. M. James and Alec Nail.

NOTE.—No petition bearing the numeral 4 was served upon me by Mr. Ballinger.

Case No. 5. In re application of John Harrison et al. for enrollment as citizens by blood of the Choctaw Nation. Number of applicants involved, 23. Supported by affidavits of Alec Nail and his brother, Peter Nail.

Case No. 5A. In re application of Emily Mills, née Allen, for enrollment of herself and minor child as citizens by blood of the Choctaw Nation. Number of applicants involved, two. Supported by affidavit of Nelson Tolbert.

Case No. 5B. In re application of Roxy Flanagan for enrollment of herself as a citizen by blood of the Choctaw Nation. This applicant is a member of the John Harrison family, whose application appears under the numeral 5. No affidavit.

Case No. 5C. In re application of Henry Logan King for enrollment of himself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, two. Supported by affidavits of W. M. James, Alec Nail, and Daisy Jackson, also Ada Williams.

Cases Nos. 6 and 6B. In re application of Melissa Marcy, née Carroll, née Birdsong, for enrollment of herself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, seven. Supported by affidavits of Alec Nail and W. M. James.

Case not numbered. In re application of Ruth D. Lister, née Robinson, for enrollment as a citizen by blood of the Choctaw Nation. Number of applicants involved, one. Supported by affidavit of Alexander Robinson.

NOTE.—No petitions served under numerals 7 and 8.

Case No. 9. In re application of Thomas F. Eubanks for enrollment of himself and others as citizens by blood of the Choctaw Nation. Number of applicants involved, 16. Supported by affidavits of Alec Nail and Johnson Gift.

NOTE.—No application served under numeral 10.

Case No. 11. In re application of Mattie Breedlove et al. for enrollment as citizens by blood of the Choctaw Nation. Number of applicants involved, five. Supported by affidavits of Alec Nail and Webster Burton.

Case No. 12. In re application of Bertha Tolber for enrollment of herself and family as citizens by blood of the Choctaw Nation. Number of applicants involved not stated. Supported by affidavits of Henry Willard, or Woodward, and Dan Knoblin.

Case No. 12A. In re application of Arthur W. Walton for enrollment of himself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, 10. Supported by affidavit of Alec Nail.

Case No. 12B. In re application of Lee Love for enrollment of himself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, eight. Supported by affidavits of Alec Nail and Webster Burton.

Case No. 13. In re petition of Jurdean Smyers, for enrollment of herself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, seven. Supported by affidavits of Alec Nail and W. M. James.

NOTE.—No application served under numeral 14.

Case No. 15. In re application of Lizzie Campbell, nee Lenox, nee Brown, for enrollment of herself and son as citizens by blood of the Choctaw Nation. Number of applicants involved, two. Supported by affidavits of Alec Nail and Webster Burton.

Case No. 16. In re application of John H. Duncan, in behalf of his children, the heirs of Pennsylvania Duncan, deceased, and for the enrollment of said Pennsylvania Duncan, as citizens by blood of the Choctaw Nation. Number of applicants involved, twelve. Supported by affidavits of Thompson Peters, Martin Brown, and Ben Grayson.

Case No. 16A. In re application of Alice Cole, for enrollment of herself as a citizen by blood of the Choctaw Nation. Number of applicants involved, one. Supported by affidavits of J. H. Barrett and Alec Nail.

Case No. 17. In re application of Jane Driver for enrollment of herself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, three. Supported by affidavits of Webster Burton and Alec Nail.

Case No. 18. In re application of Mary Reaves, nee Hampton, et al., for enrollment as citizens by blood of the Choctaw Nation. Number of applicants involved, fourteen. Supported by affidavits of Alec Nail and Webster Burton.

Case No. 19. In re petition of Emma Jones, nee Ervin, for enrollment of herself and child as citizens by blood of the Choctaw Nation. Number of applicants involved, two. Supported by affidavits of Alec Nail and Webster Burton.

Case No. 20. In re petition of Annie Abernathy, nee Frazier, for enrollment of herself as a citizen by blood of the Choctaw Nation. Number of applicants involved, one. Supported by affidavits of Webster Burton and Alec Nail.

NOTE.—No application served under numeral 21.

Case No. 22. In re application of John Adkins for enrollment of himself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, six. Supported by affidavits of Webster Burton and Alec Nail.

Case No. 23. In re application of Willis S. Taylor for enrollment of himself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, five. Supported by affidavits of Hannah Musgrove, Webster Burton, and Alec Nail.

NOTE.—No application served under numeral 24.

Case No. 25. In re application of Thomas Goings for enrollment of himself as a citizen by blood of the Choctaw Nation. Number of applicants involved, one. Supported by affidavits of Webster Burton and Alec Nail.

Case No. 25A. In re application of Henrietta Roberts, for enrollment of herself and family, and in behalf of her sister, Minnie Patterson, nee Bowman, and her family, as citizens by blood of the Choctaw Nation. Number of applicants involved, thirty-one. Supported by affidavits of Webster Burton and Alec Nail.

Case No. 26. In re application of Angie Flanagan, for enrollment of herself as a citizen by blood of the Choctaw Nation. Number of applicants involved, one. Supported by affidavits of Webster Burton and Alec Nail.

NOTE.—No applications served under numerals 27 and 28.

Case No. 29. In re application of Elizabeth Sexton, nee Folsom, for enrollment of herself and her deceased minor child as citizens by blood of the Choctaw Nation. Number of applicants involved, two. Supported by affidavit of Charlie Willard.

Case No. 30. In re application of John H. Lewis, for enrollment of himself and three children as citizens by blood of the Choctaw Nation. Number of applicants involved, four. Supported by affidavit of Nelson Tolbert.

Case No. 31. In re application of Ida Lewis, nee Britton, for enrollment of herself and child as citizens by blood of the Choctaw Nation. Number of applicants involved, two. Supported by affidavits of G. W. Wilson and Nelson Tolbert.

Case No. 32. In re application of Tennessee Ricketts, née Davis, for enrollment of herself, her children and grandchildren as citizens by blood of the Choctaw Nation. Number of applicants involved, 10. Supported by affidavit of Nelson Tolbert.

Case No. 33. In re application of Jennie Wilson, née Ramsey, née Holloway, née Johnson, for enrollment of herself and minor children as citizens by blood of the Choctaw Nation. Number of applicants involved, 9. Supported by affidavits of Graham W. Wilson and William Davis.

NOTE.—No applications served under the numerals 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, and 51.

Case No. 52. In re application of Sallie Piles, née Stewart, née Johnson, for enrollment of herself and family as citizens by blood of the Choctaw Nation. Number of Applicants involved, 3. Supported by affidavits of Alec Nail and Webster Burton.

Case No. 53. In re application of Charles A. Edwards, for enrollment of himself and family as citizens by blood of the Choctaw Nations. Number of applicants involved, 3. Supported by affidavits of Alec Nail and Webster Burton.

NOTE.—No application served under numeral 54.

Case No. 55. In re application of Mary L. Harrington, for enrollment of herself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, 4. Supported by affidavits of Alec Nail and Webster Burton.

NOTE.—No applications served under numerals 56 and 57.

Case No. 58. In re application of Perry Walker, for enrollment of himself as a citizen by blood of the Choctaw Nation. Number of applicants involved, 1. Supported by affidavits of Alec Nail and James Goings.

NOTE.—No application served under numeral 59.

Case No. 60. In re application of John G. Williams, for enrollment of himself and family as citizens by blood of the Choctaw Nation. Number of applicants involved, 11. Supported by affidavits of Alec Nail and Webster Burton.

NOTE.—No applications served under numerals 61, 62, and 63.

Case No. 64. In re application of May Kilby, née Bingham, for enrollment of herself as a citizen by blood of the Choctaw Nation. Number of applicants involved, 1. Supported by affidavits of Alec Nail and Webster Burton.

Case No. 65. In re application of Viola Bullock, née Dillard, for enrollment of herself as a citizen by blood of the Choctaw Nation. Number of applicants involved, 1. Supported by affidavits of Webster Burton, Alec Nail, and Thomas Goings.

LIST OF APPLICATIONS OF PERSONS FOR ENROLLMENT AS CHOCTAW FREEDMEN.

Case No. 1. In re application of Charles Harris, for enrollment of himself and family as Choctaw freedmen. Number of applicants involved, 3. No affidavit.

NOTE.—No applications served under numerals 2, 3, and 4.

Case No. 5. In re application of Alec Nail for enrollment of his minor child, Newton Nail, as a Choctaw freedman. Number of applicants involved, 1. No affidavit.

Case No. 5A. In re application of Edwards Perkins, for enrollment as a minor Choctaw Freedman. Number of applicants involved, 1. Supported by affidavit of Jannie Lockett.

NOTE.—No applications served under numerals 6, 7, 8, 9, 10.

Case No. 11. In re application of Henry Folsom for enrollment of himself and family as Choctaw freedmen. Number of applicants involved, 10. Supported by affidavits of James Goings, Alec Nail, and Webster Burton.

Case No. 12. In re application of Wiley G. Williams, for enrollment of himself and family as Choctaw freedmen. Number of applicants involved, 8. Supported by affidavits of Alec Nail and Webster Burton.

NOTE.—No application served under numeral 13.

Case No. 14. In re application of Sylvester Fisher, for enrollment of Freddie Carr, a minor, as a Choctaw freedman. Number of applicants involved, 1. Supported by affidavits of Rosa Nail and Alec Nail.

Total number of petitions, 45; total number of applicants, 250; number of affidavits made by Alec Nail, 33; number of affidavits made by Webster Burton, 20; number of affidavits made by W. M. James, 5; number of affidavits made by Nelson Tolbert, 4.

P. J. HURLEY,

National Attorney for the Choctaw Nation.

Mr. HURLEY. Mr. Ballinger made the statement during the course of his remarks that none of these negroes who served him and his associates as professional witnesses had been convicted of perjury.

There is a good reason for that. They are not guilty of perjury. They are guilty of false swearing. The affidavits submitted by Mr. Ballinger are not affidavits required under any statute; consequently they are merely false swearing, not perjury. There may be other charges upon which these gentlemen and all connected with this propaganda may be prosecuted, but in my judgment it will not be on the charge of perjury. It may be that all connected with this matter are guilty of a conspiracy to defraud, and that they have used the United States mail in furtherance of that purpose. This, however, is not a matter of my concern. It is a matter for the district attorney.

I am glad Mr. Ballinger has made it unnecessary for me to show his connection with this transaction. I have his letters, together with the envelopes in which he transmitted them through the United States mail, together with other evidence connecting him indissolubly with the firm of Ballinger, Lindley & Rodkey, of Muskogee, who conducted the cases which are here under consideration. The facts developed in my investigation this summer, which are corroborated by the records which I have here, are these: Mr. Ballinger rented an office in the Metropolitan Building at Muskogee, Okla. This is the building in which the offices of the superintendent to the Five Civilized Tribes are located. In this office Mr. Lindley, Mr. Ballinger's partner, and a negro named Nelson Durant, an ex-convict, who posed as a lawyer, commenced operations in these citizenship cases.

Mr. BALLINGER. There was nothing of that kind——

The CHAIRMAN. Mr. Ballinger, you will have two or three minutes later for a rejoinder. Do not interrupt Mr. Hurley now.

Mr. HURLEY (continuing). Mr. Ballinger's men, Webster Burton, Alec Nail, Nelson Durant, and others, brought in negroes; applications of those negroes for citizenship were made out by Nelson Durant and Mr. Lindley. These applications contained false and fraudulent statements as to the identity of the person making the application. The false and fraudulent statements contained in those applications were corroborated by the affidavits of Alec Nail and Webster Burton, and other negroes of the same caliber as disinterested persons. As shown by the testimony which I have here, Webster Burton and Alec Nail received from 75 cents to \$2.50 for each affidavit that they made in corroboration of the facts that were stated in the petitions prepared by Lindley and Nelson Durant. These are the affidavits and petitions that were sent me by Mr. Ballinger for investigation. After a thorough and complete investigation of these cases I found that there was not one person whose name appeared in any one of the petitions who was legally, equitably, or morally entitled to citizenship in the Choctaw Nation. These persons do not reside in the Choctaw Nation. They have no Choctaw blood.

Attention is invited to the fact that only a very few of these applicants made application or in any other manner attempted to procure enrollment during the time that the rolls were being made. In their affidavits the attorneys have these applicants state that the reason that they did not make application was due to the fact that they belonged to the so-called Snake or Ketooyah faction of Indians. This faction of Indians opposed the allotment of land in

severalty. They adhered to the old tribal customs and insisted that the land should be continued to be held in common. This faction of Indians organized themselves in opposition to the enrollment and the allotment of lands in severalty. They were all full-blood Indians and lived largely in the remote and mountainous vicinities of the different tribes of the Five Civilized Tribes. When the attitude of the so-called Snake faction became known to the United States Government, the Government sent special agents into the remote districts to seek out the adherents of the Snake faction. As a result, they found every Indian who claimed to be a member of the Snake faction; they were arbitrarily enrolled and arbitrarily allotted, care being taken by the Government to select for them the best land available. As a consequence, the Snake Indians own more of the good land in Oklahoma than any other class of Indians. Mr. Ballinger and his associates seek, through the methods which I have described, to induce you gentlemen to believe that these negroes, who have been induced by Mr. Ballinger's associates to sign petitions, were Snake Indians. There is not one Indian among them. During all my investigation I did not find one of them who could speak one word of the Choctaw language. The Snake Indians were full-bloods and spoke only the Indian language. These applicants can not speak a word of Choctaw, yet they claim to have belonged to the organization that opposed enrollment. A statement to the effect that these negroes are Snake Indians sounds ridiculous in Oklahoma, where the attitude of the Snake Indians are known. These applicants, as shown by the addresses given in their petitions, live at Sapulpa, Tulsa, and Muskogee, the most populous towns in Oklahoma. These towns are not located in the Choctaw Nation. It would be unheard of to think of the Snake Indians coming down from their mountain homes to reside in these cities, yet Mr. Ballinger and his professional witnesses would, if uninterrupted, be able to prove that this has been done.

Let me refer specifically now to some of the cases. For instance, one applicant swears, and his sworn statement is corroborated by two professional witnesses, that the applicant is the daughter of Leonard Wright; that Leonard Wright is a brother of Allen Wright, who was principal chief of the Choctaw Nation. I have the petition here and would like to have you read it, as well as the affidavits of the two so-called disinterested parties. After reading it, you would have the impression that the statement is true and that this Indian had been deprived of her birthright. The investigation which I made further disclosed the fact that Allen Wright never had a brother; that he migrated from Mississippi in 1831 as an orphan boy 8 years of age. He had one sister. His sister grew up and married in Indian Territory. She is the mother of Judge Allington, of Atoka. Judge Allen Wright, of the firm of Wright & Boyd, of McAlester, Okla., is a son of Chief Wright. Chief Wright never had a brother, yet according to the affidavits which I have here and the affidavits in corroboration thereof this negro is a niece of the principal chief of the Choctaw Nation and a first cousin to Judge Wright, of McAlester. I submit, gentlemen, that that is a slander as well as an effort to obtain through fraud a right to participate in Choctaw property. In another case served upon me by Mr. Ballinger and his associates the applicant alleges that he is the son of Frances Hunter

and Tolliver Barnette; that Frances Hunter was a sister of Thomas W. Hunter, who is famous among the Choctaws. Thomas W. Hunter made a race for the office of principal chief in 1902. There was a controversy over the election, and by force of arms the adherents of Hunter took possession of the Choctaw capital and held it against the Choctaw Nation for several days. It was finally taken from them by the United States troops. Thomas W. Hunter is now a member of the State Legislature of Oklahoma. He is a character who is well known in Oklahoma. This applicant claimed that he was a son of the sister of Thomas Hunter.

Among other things, the petition contains a statement in regard to the Hunter family—shows the names of the father and grandfather, etc. I thought probably there might be something in the statement, as these applicants were not negroes; they looked more like white people; so I sent the petition to Mr. Thomas W. Hunter, and I immediately commenced an investigation of the case. The investigation developed the fact that Thomas W. Hunter never had a sister named Frances Hunter. Further investigation showed that Thomas W. Hunter's father was not known by the name alleged in the petition; in fact, his name was not Hunter. Thomas W. Hunter's father was a full-blood Choctaw Indian and was known as Benahuntubby. The nearest the white people could get to pronounce the name was Bennehunta. This finally developed into the name of Bennie Hunter. When Tom Hunter was sent away to school he became known under the name of Thomas W. Hunter. This petition and the affidavits in corroboration thereof fixed Thomas W. Hunter and his family up with a line of ancestors and collateral kindred bearing English names, but aside from this part of the case the petition and the affidavits show that the petitioner is the son of a woman who never existed.

Mr. Ballinger has made a long argument to show that Mr. Bowie does not legally hold the office of deputy clerk of the United States court for the eastern district of Oklahoma. He attacks the legality of the appointment of the officer before whom the witnesses swore rather than the testimony of the witnesses. I am not much concerned in regard to whether or not Mr. Bowie is a legally qualified and acting de jure or de facto clerk of the United States court for the eastern district of Oklahoma. I am interested only in the correctness of the facts which he has ascertained from the witnesses. Mr. Ballinger seems to be not in a position to deny the correctness of the testimony of his professional witnesses wherein they have repudiated the affidavits which Mr. Ballinger and his associates procured from these witnesses and attached to false petitions which Mr. Ballinger served upon me through the United States mail. Mr. Ballinger's attack on Mr. Bowie is rather in the nature of an attack upon the manner of impaneling the jury than an attack upon the correctness of the facts found by the jury. I will not consider his argument in this matter further unless he is able to show that the conclusions reached by Mr. Bowie on the facts ascertained by him in his investigation are not correct. This I know Mr. Ballinger can not do. I am familiar with the facts stated in the Bowie report in so far as they pertain to Choctaw cases, and I know them to be correct.

Now, gentlemen. I have not said anything disrespectful to Mr. Ballinger, nor do I intend to do so. His statements about the sur-

reptitious manner in which I filed the Bowie report is incorrect. I did not file that report. This is my first appearance in this matter, and this is the record of my investigation which I have here with me. I am ready to submit it now. I do not feel that I am appearing before this committee secretly or that I am attempting to place anything before you in a surreptitious manner.

Mr. Ballinger stated to you that my reason for not coming boldly out with the statements contained in the Bowie report is due to the fact that I am afraid of prosecution at his hands. I do not feel that I should fear prosecution for stating the truth. It is a fact that every witness used by Mr. Ballinger has repudiated the affidavits made by him in corroboration of the affidavits filed by Mr. Ballinger. Every one of Mr. Ballinger's professional witnesses have impeached their own testimony.

I have not attempted to disbar Mr. Ballinger. I have purposely refrained from making a statement of my opinion in regard to the professional ethics of his conduct. That is not a part of my duty. Neither is it my duty to prosecute Mr. Ballinger and his associates. I do not know what will be done when this record comes to the attention of the parties whose duty it is to prosecute those who violate the law. What I have said to this committee is for the purpose of enabling the committee to determine what its attitude shall be toward a man who is so loose in his practice as to allow a condition of this kind to develop. I am not responsible for the condition. I did not begin this matter in order to investigate Mr. Ballinger. Mr. Ballinger asked for the investigation, and the investigation which he asked for, but which he did not think would be made, developed the facts which I have submitted to you. When I went into these cases I found them so fraudulent and the attempt to secure enrollment of these persons so unjust and unconscionable that I could not do otherwise than complete the investigation. I have arrived at the conclusion, gentlemen, that Mr. Ballinger and his associates could not by the most astute fraud be able to secure the enrollment of any of these applicants as citizens of the Choctaw Nation. Then why should they continue to take these applications? I will tell you. Nelson Durant, a negro ex-convict, who is always to be found in the outer office of the firm of Ballinger, Lindley & Rodkey at Muskogee, collects fees from these applicants. We have evidence here to show that through means of this go-between, Nelson Durant, and in some instances other negroes of questionable character, the applicants are each relieved of a fee ranging from \$5 to \$60. Then the propaganda is carried on, not for the purpose of enrolling these persons, but for the purpose of separating ignorant and gullible negroes from what little money they have. The taking of fees from applicants for enrollment is in violation of the act of Congress of August 1, 1914.

Besides obtaining fees from these negroes, Mr. Ballinger and his associates had another object in view in preparing these petitions and supporting them by affidavits. If I had not investigated these cases Mr. Ballinger would be here with his petitions in an attempt to show you gentlemen that these negroes are Indians who have been deprived of their birthrights, and would be asking you to further postpone the distribution of Choctaw funds until this claimant cases could be con-

sidered. This is merely another step by those who have opposed a distribution of the Choctaw funds to defeat the provision authorizing a per capita payment to the Choctaws and Chickasaws which is carried in the present bill.

Now, gentlemen. I have stated briefly our case. We have here the pictures of the men who served as runners, agents, and witnesses for Mr. Ballinger and his associates at their offices in Muskogee. These pictures give their names and their cell numbers and where they have served time in the penitentiary. I think it would be well to insert them in the record at this point.

Senator CURTIS. Those are all printed, are they not, in the House hearings?

Mr. HURLEY. They are.

The CHAIRMAN. The photographs all appear in the House hearings. It would take an order of the Senate to have them inserted in our record.

Mr. HURLEY. Then let me withdraw that request, if the committee has all the information it desires. I will ask the committee if it will be possible for me to have 8 or 10 cases inserted, and in order to be fair to Mr. Ballinger I will take those cases consecutively, so as to show that I have not picked out the worst cases; say, have 10 cases printed, to show that the facts I have stated are corroborated by the record which I have here.

The CHAIRMAN. You refer to the 10 cases of people applying for enrollment as citizens?

Mr. HURLEY. Yes, sir.

Senator OWEN. Which were served on you?

Mr. HURLEY. Which were served on me by Mr. Ballinger.

Senator OWEN. I move that be done, Mr. Chairman.

The CHAIRMAN. Very well; the 10 cases may be inserted in the record.

(The 10 cases referred to are here printed in full as follows:)

Case No. 1-----Application of Ruth D. Lester.

NOTE.—This case was not numbered. I am submitting it as No. 1, not because it logically belongs in that place, but because special stress was laid upon this case by Mr. Ballinger.

Case No. 2-----Application of James Goings, et al.

Case No. 3-----Application of Jackson Barrett, et al.

Case No. 3B-----Application of Mary Ross.

No case was served upon me under the numeral 4.

Case No. 5A-----Petition of Emily Mills, et al.

Case No. 5-----Application of John Harrison, et al.

Case No. 6 and 6B---Petition of Melissa Marey, née Carroll, et al.

No cases were served upon me under the numerals 7 and 8.

Case No. 9-----Application of Thomas F. Eubanks, et al.

^a NOTE.—It should be noted that while no cases were served under some numerals, a number of cases will be found to have been served under the same numeral.

^b No case was served under the numeral 10.

The case of Mattie Breedlove was served under the numeral 11, but was served after the investigation of other cases in Oklahoma had been completed and after I had come to Washington, and consequently has not been fully investigated. It might be stated in passing, however, that this application is also supported by the affidavits of Webster Burton and Alec Nail—the two negro witnesses so prevalently used by Mr. Ballinger and his associates in

corroboration of the false statements contained in the petitions which were filed with me.

^c Case No. 12-----Application of Bertha Tolber, et al.

^d Case No. 13-----Petition of Jurdean Smyers, for enrollment of herself and others.

^e These cases are not chosen out of the 44 that were served upon me by Mr. Ballinger as containing the most conspicuous evidence of fraud and false swearing. They are taken in their numerical order.

CASE NO. 1.

STATEMENT OF P. J. HURLEY, ATTORNEY, FOR THE CHOCTAW NATION IN RE: APPLICATION FOR THE ENROLLMENT OF RUTH D. LISTER, NÉE ROBINSON, AS A CITIZEN BY BLOOD OF THE CHOCTAW NATION.

Before the Secretary of the Interior.

PETITION OF RUTH D. LISTER (ROBINSON), FOR ENROLLMENT AS A MEMBER OF THE CHOCTAW TRIBE OF INDIANS AS A CITIZEN BY BLOOD.

To the SECRETARY OF THE INTERIOR:

Your petitioner, Ruth D. Lister, née Robinson, respectfully petitions the honorable Secretary of the Interior to investigate her case, and if the facts justify such recommendation that Congress be requested by the honorable Secretary, the administrator of the Choctaw estate, to enroll her as a member of the Choctaw tribe as a citizen by blood; and thereupon petitioner shows:

That she is a daughter of William F. Robinson by his lawful wife, Emily F. Robinson née Bond, who were lawfully married June 15, 1882. That as a result of said marriage petitioner was born June 5, 1883, on Hull's Cow Ranch, Pickens County, Chickasaw Nation. That her father was a duly enrolled and recognized citizen by blood of the Choctaw Nation at the time of his marriage and at all time since. That on the Sunday before Easter, 1884, he had trouble with a man by the name of Houston, injuring him, and believing he had killed him, left the Chickasaw Nation and was never heard of again until 1904, and after the rolls were closed petitioner learned that her father was living in Texas, had remarried, and had a number of children by his second wife. That during the enrollment period petitioner was a minor, and had no knowledge that it was necessary for her to file an application to secure her enrollment, and had no one to look after her interests. That her father and all of his children by his second wife were enrolled by the act of August 1, 1914, their names appearing in Senate Document No. 478, Sixty-third Congress, second session, as a result of an investigation and report made by W. C. Pollock, Esq., and set out in Senate Document No. 1139, Sixty-second Congress, third session, page 69. That her rights claim to enrollment is established by her affidavit hereto attached and the accompanying papers, and by the affidavit of her uncle Alexander Robinson, an enrolled member of the Choctaw Tribe, residing at Doyle, Okla.

Wherefore, petitioner prays that her case be investigated, and that suitable steps be taken to obtain from Congress appropriate legislation for her enrollment and the payment to her of her equitable share of the property of the Choctaw Tribe.

Respectfully submitted.

RUTH D. LISTER,
By _____,
Her Attorney.

STATE OF TENNESSEE, *County of Blount*, ss:

Ruth D. Lister, being by me first duly sworn according to law, deposed and said:

I am the daughter of William P. Robinson and Emily F. Robinson (nee Bond), who were married June 15, 1882. I was born June 5, 1883, my father and mother living at that time on Hull's Cow Ranch, Pickens County, Chickasaw Nation. On the Sunday before Easter, 1884, on which day he had trouble with a man by the name of Houston, struck Houston and nearly killed him, and, believing Houston would die, left the country, and I have never seen him

since. I never heard from him again until 1904, after the rolls were closed so far as the receipt of applications were concerned. Several years after the departure of my father my mother brought me to Tennessee, where I was living on June 28, 1898, being at that time a minor child. I had no knowledge that rolls were being made of the Choctaw Indians preparatory to the division of the tribal property, and did not learn of such fact until it was too late to make application.

My father, William P. Robinson, together with his six children by his second wife, were enrolled pursuant to the act of August 1, 1914, his name and the names of his six children by his second wife appearing in Senate Document No. 478, Sixty-third Congress, second session, the names of his children and my half brothers and sisters appearing therein, being as follows: Allice, Alpha, Adda B., James William, Emeline, and Mary Ola Robinson. My father's case was investigated in 1910 by Judge W. C. Pollock, and the facts with reference to his right to enrollment as a Choctaw Indian and his flight from the Choctaw country in 1883 are set out in Mr. Pollock's report which was printed as a part of Senate Document No. 1139, Sixty-second Congress, third session, page 69.

I did not know that my father was alive until in 1904, when I was so advised by my grandmother and my uncle, Alexander Robinson, who lives at Doyle, Okla., and who is a brother of my father, and is an enrolled Choctaw Indian. I attach hereto the original letter of my grandmother, Mrs. E. E. Robinson, dated June 23, 1904, advising me that my father was alive and had five children. I also attach hereto an original letter written me under date of July 14, 1910, by my uncle, Alexander Robinson, of Doyle, Okla., advising me that he was doing all he could to secure my enrollment as a member of the Choctaw Tribe.

On January 25, 1900, when I was 16 years of age, I married Robert F. Lister, with whom I am now living at Maryville, Tenn.

RUTH D. LISTER.

Subscribed and sworn to before me this 20th day of July, 1915.

[SEAL.]

R. R. KRAMER,

Notary Public, Blount County, Tenn.

STATE OF OKLAHOMA, *County of Stephens, ss.*

Alexander Robinson, being by me first duly sworn according to law, deposed and said:

I have carefully read the affidavit of Ruth D. Lister, nee Robinson, and have a personal knowledge of the facts therein stated, which are true of my own personal knowledge. I am an enrolled Choctaw Indian; am a brother of William P. Robinson, the father of Ruth D. Lister. Her father, William P. Robinson, is now residing at Anson, Tex. I know that Ruth D. Lister is a member of the Choctaw Tribe and is entitled to enrollment.

ALEXANDER ROBINSON.

Subscribed and sworn to before me this 23d day of July, A. D. 1915.

[SEAL.]

T. R. MORGAN,

Notary Public, Stephens County, Okla.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re application for the enrollment of Ruth D. Lister, nee Robinson, as a citizen of the Choctaw Nation.

The foregoing petition and affidavit was served upon me for the enrollment of Ruth D. Lister, nee Robinson, as a citizen by blood of the Choctaw Nation.

This petitioner alleges that she is the daughter of William P. Robinson and his wife, Emily F. Robinson, who were married on June 15, 1882; that she was born on June 5, 1883, in Pickens County, Chickasaw Nation, but that her father was forced to leave the Choctaw-Chickasaw country as the result of some trouble in which he became involved during the spring of 1884, and that several years thereafter her mother moved with her to Tennessee, where she was residing on June 28, 1898. Petitioner further states that her father returned to the

Indian Territory in 1904 and was enrolled, together with his six children by his second wife, as citizens by blood of the Choctaw Nation in accordance with the act of August 1, 1914.

This applicant states that she is now a resident of Maryville, Tenn., with her husband, Robert F. Lister.

The testimony of this applicant has not been procured in connection with her claim, owing to the great distance of the petitioner's residence from Oklahoma.

The records in the office of the Indian Office at Muskogee, Okla., show that on December 17, 1910, the testimony of William F. Robinson, the alleged father of Ruth D. Lister, was taken before Judge Pollock, assistant attorney for the Interior Department, and the following questions were asked:

"Q. How old were you when you left, Mr. Robinson?—A. Well, I don't * * * I couldn't tell exactly, I don't believe. It was in '84, and I must have been about 23 years old. It was in 1884.

"Q. Were you married at that time?—A. No, sir.

"Q. When did you marry?—A. I married about 14 years ago; married in Mexico little over 14 years ago—in Mexico.

"Q. Do you wish to present the name of your wife and children?—A. Yes, sir.

"Q. What is your wife's name?—A. Levonia Robinson."

Again, in the same testimony the following questions were asked:

"Q. Were you ever married prior to your marriage to your wife, Levonia Robinson?—A. No, sir.

"Q. What was her maiden name?—A. McCracken.

"Q. Was she ever married prior to her marriage to you?—A. No, sir.

"Q. Have you lived together continuously since the date of that marriage up to the present time?—A. Yes, sir."

From the testimony above quoted it will be seen that William F. Robinson was only 23 years of age when he moved away from Oklahoma and was not at that time married, and did not marry until 14 years thereafter in Mexico, and that his wife was named Levonia Robinson, née McCracken.

The records in the possession of the Indian Office at Muskogee, Okla., further show that the said William F. Robinson, together with his four children—Alice, Alpha, Ada B., and James William Robinson—were enrolled under the provisions of the act of August 1, 1914. These persons were enrolled not because they were legally entitled to enrollment but on the theory that William F. Robinson was a fugitive from justice and could not return to be enrolled. His minor children were enrolled by reason of the fact that they were of Choctaw blood and not responsible, on account of their minority, for not having secured their enrollment within the required time.

If the statements made by Mr. Robinson, under oath, above quoted are true, this petitioner is not his daughter, or if she is his daughter she is an illegitimate child.

Ruth D. Lister, the petitioner, alleges that she was born in 1882, and, according to her statement, she became of age in 1900. The rolls of citizenship of the Choctaw Nation were not closed until March 4, 1907, and during the seven years subsequent to her arrival at majority and prior to the closing of the rolls she made no application for her enrollment. No application for enrollment was made by the applicant until the foregoing petition was filed by Mr. Ballinger, 15 years after the arrival of the claimant at her majority.

The applicant, as stated before, resides in Tennessee, and we did not attempt to take her testimony, for the reason that to do so would incur considerable expense. If the case presented any meritorious features, we might be justified in making further investigation, but even if this applicant could prove she is the illegitimate child of William F. Robinson she would not be entitled to enrollment, for the reason she is a nonresident of the Choctaw Nation and did not make application for enrollment within the required time.

As we have stated in other cases, the Choctaw Nation has never agreed to the enrollment of William F. Robinson and his children. The enrollment of nonresidents of the Choctaw Nation is a violation of all the laws and customs of the Choctaw Nation, as well as the laws of the United States, on enrollment matters. Even if William F. Robinson had been equitably entitled to enrollment, the case of the applicant, Ruth D. Lister, is not parallel to that of her alleged father and one-half sisters. Admitting that perhaps all of the allegations made by the applicant are true, she is not entitled to enrollment.

P. J. HURLEY,
National Attorney for the Choctaw Nation.

CASE NO. 2.

PETITION OF JAMES GOINGS FOR HIMSELF AND FAMILY AS CHOCTAW INDIANS BY BLOOD.

Comes now James Goings and shows that he is 57 years of age and that he lives in Depew, Okla.

That he is a Choctaw Indian by birth, by blood, by descent, and by residence; that he is the son of Henry Goings, who was a full-blood Choctaw Indian, and whose mother was Francis Goings, both of whom died when applicant was quite small; that applicant does not remember his said father, but that he was 10 years old when his mother died.

That the said Francis was also a Choctaw Indian of the one-half blood.

That applicant was born near old Shawneetown, in the Choctaw Nation, and that he lived there and near Durant, in said nation, until he was grown up; that he then went to western Oklahoma where he lived for about five years and returned to the Choctaw Nation where has since lived; that he has since his return lived in Valient and south of there and that he built himself a home on the public domain and held the same unmolested until allotment; that said home was 5½ miles south from Valient.

That the reason that he has not been enrolled is: That he had always been recognized as a Choctaw citizen; that he was permitted to build a home on the public domain and otherwise recognized and did not know that an enrollment by the Dawes Commission was necessary until his home was taken from him; then he went to the Dawes Commission at Muskogee and they told him the roll was closed.

That on the 2d day of September, 1885, he was duly and lawfully married to Lucy Goings, with whom he still lives; that there was born to this union the following-named children, to wit: Mamie Dyer, age 27 years; Henry Goings, age 26 years; Ella Roberts, age 24 years; Hughs Goings, age 22 years; Birdie Goings, age 19 years; James Goings, age 18 years; Ben Goings, age 17 years; Francis Goings, age 13 years; Rosevelt Goings, age 11 years; Maggie Goings, born April 3, 1905.

Petitioner further shows that he is uneducated; that he can not read or write, and that he lived in the confidence that his people would all be cared for with their own share of the common property of the Choctaw Tribe of Indians the same as the other Choctaw Indians were, but that on account of his uneducated condition and without any notice, he has been left off the roll, and his children, who were all minors, are also without enrollment for no other reason than that they were minors and that he did not know enough to care for their interests.

Wherefore he now prays that his name, James Goings, and the names of his said children, Mamie Dyer, Henry Goings, Ella Roberts, Hughs, Birdie, James, Ben, Francis, Rosevelt, and Maggie Goings, be enrolled on the approved roll of Choctaws by blood, and that to them and each of them be given their distributive share of the common property of the Choctaw Tribe of Indians the same as is given to all other members of said tribe.

JAMES (his thumb mark) GOINGS.

STATE OF OKLAHOMA, *Muskogee County*, ss:

James Goings, being first duly sworn, on oath states that he is the above-named James Goings; that he has had the above petition read over to him and knows the contents thereof; and that the matters and things therein contained are true.

JAMES (his thumb mark) GOINGS.

Subscribed and sworn to before me this 10th day of February, 1915. I further certify that I read over and fully explained the contents of the above petition to the affiant and that he knew the contents thereof and that he stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

The name of James Goings was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN, *Witness to Mark.*

The name of James Goings was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN, *Witness to Mark.*

SUPPLEMENTAL PETITION OF MAMIE DYER, IN SUPPORT OF THE PETITION OF JAMES GOINGS FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS.

Comes now Mamie Dyer and shows that she is 27 years of age and that she lives at Sapulpa, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and recognition, as is shown by the petition of James Goings, her father, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof and that the matters and things therein contained are true.

That on the 24th day of October, 1911, she was duly and lawfully married to John C. Dyer, with whom she still lives, and that he took her out of the Choctaw Nation to Sapulpa, about one week ago.

That she has been a recognized Choctaw ever since she could remember, and that she lived on the public domain with her said father, and assisted him in making the home on the public domain where they lived until same was allotted away from her father.

That she herself was a minor during all the years of enrollment since she was born: that the rolls were closed before she reached her majority, and although she was old enough to have been enrolled and allotted, neither her tribe nor her parents nor the United States, that presuming to act as her guardian, looked after her interests, and she has thus been deprived of her share of the common property of her tribe.

That her name appears in the said petition of her said father at her request and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

MAMIE DYER.

STATE OF OKLAHOMA,
Muskogee County, ss:

Subscribed and sworn to before me this the 16th day of February, 1915. I further certify that I read over the above petition to the affiant and that she knew the contents thereof and that she stated that she was the above-named party and that said petition is true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF HENRY GAINS IN SUPPORT OF THE PETITION OF JAMES GAINS FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS.

Comes now Henry Gains and shows that he is 26 years of age and that he lives at Depew, Okla.

That he is a Choctaw Indian by birth, by blood, by descent, and by residence as is shown by the petition of James Goings, his father, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all of the other parties named therein, he knows to be true of his own knowledge; that the matters and things therein contained with reference to the ancestors of his said mother and father, he has always been taught were true; that he has also been told that they were true by reliable parties that were personally acquainted with the parties and knew the facts, and that he believes them to be true and so charges the fact to be.

That he has been a recognized Choctaw Indian ever since he could remember; that he helped his said father to clear up their home on the public domain and that they lived on it until allotment came and it was taken from them.

That he was a minor during all the years of enrollment, but of sufficient age to have been enrolled and was not taken care of by his said father on account of the reasons stated in his petition; but that he has been deprived of his allotment solely on account of his minority.

That his name appears in the said petition of his father at his request and that he hereby ratifies and confirms the same and joins in the prayer thereto appended.

HENRY GAINS.

STATE OF OKLAHOMA,

Muskogee County, ss.

Subscribed and sworn to before me this 10th day of February, 1915; I further certify that I read over the above petition to the affiant and that he knew the contents thereof and that he states that same was true.

[SEAL.]

JULIUS GOLDEN, *Notary Public.*

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF ELLA ROBERTS IN SUPPORT OF THE PETITION OF JAMES GOINGS FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS.

Comes now Ella Roberts and shows; that she is a Choctaw Indian by birth, by blood, by descent, and by residence, as is shown by the petition of James Goings, her father, made in her behalf, to which this petition is attached and made a part.

That she is 24 years of age, and that she lives now at Boley, Okla.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to her relationship and residence and the relationship of all of the other parties named in said petition, she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said father and mother, she has always been taught were true; that she has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts; and that she believes them to be true and so charges the fact to be.

That she has been recognized as a Choctaw Indian in the Choctaw Nation ever since she could remember; that she split rails, made fence together with the other members of her said father's family to make a home for themselves the same as other Choctaws had; that they lived on the same until allotment and then had to vacate.

That she was a minor during all the years for enrollment and that her said father did not look after her interests as stated in his petition, and that she could not; that she has been deprived by law of an opportunity to even ask for her birthright, and all on account of her minority; that she was of sufficient age to have been enrolled but was not.

That on the 11th day of January, 1914, she was duly and lawfully married to Newton Roberts;

That her name appears in the petition of her said father at her request and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

ELLA ROBERTS.

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 10th day of February, 1915; I further certify that I read over the above petition to the affiant and that she knew the contents thereof and that she stated that same was true.

[SEAL.]

JULIUS GOLDEN.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF HUGHES GOINGS IN SUPPORT OF THE PETITION OF JAMES GOINGS FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS.

Comes now Hughes Goings and shows that he is 22 years of age and that he lives at Castle, Okla.

That he is a Choctaw Indian by birth, by blood, by descent, and by residence, as is shown by the petition of James Goings, his father, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all of the other parties named therein, he knows to be true of his own knowledge; that the matters and things therein contained with reference to the ancestors of his said father

and mother, he has always been taught were true; that he has also been informed by reliable persons that were acquainted with the parties and knew the facts, and he believes them to be true and so charges the fact to be.

That he has been recognized as a Choctaw Indian ever since he could remember, and that he helped his father and the other members of the family to clear up the home on the public domain south of Valient, on which they lived until allotment.

That he was a minor during all the years of enrollment since he was born and that the roll closed prior to his reaching his majority.

That he was of sufficient age to have been enrolled and receive his allotment, and was deprived thereof on account of his minority and the further reasons set out in his said father's petition.

That his name appears in his said father's petition at his request, and that he hereby ratifies and confirms the same and joins in the prayer thereto appended.

HUGHS GOINGS.

The name of Hughes Goings was written by me at his request and in his presence, and mark made by him in my presence.

Attest: JULIUS GOLDEN, *Witness to Mark.*

STATE OF OKLAHOMA, *Muskogee County, ss:*

Subscribed and sworn to before me this the 10th day of February, 1915. I further certify that I read over the above petition to the affiant and that he knew the contents thereof and that he stated that the same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF BIRDIE GOINGS IN SUPPORT OF THE PETITION OF JAMES GOINGS FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS.

Comes now Birdie Goings and shows that she is 19 years of age and that she lives at Depew, Okla.

That she is a Choctaw Indian by birth, by blood, by residence, and by descent, as is shown by the petition of James Goings, her father, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to her relationship and residence and the relationship and residence of all of the other parties named therein she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said mother and father, she has always been taught were true; that she has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts, and that she believes them to be true and so charges the fact to be.

That she was born and raised at Valient, Choctaw Nation, and has been a recognized Choctaw Indian ever since she could remember; that she and the other children helped to clear up their home on the public domain; that she burned brush after she came home from school and a part of the night, and that they had a nice home; that it was taken from them after allotment.

That the Choctaw roll was closed before she reached her majority, and that her father, for the reasons stated in his said petition, did not look after her interests, and that she is left off the rolls solely because she was a minor and the rolls closed, although she was of age to have been enrolled.

That her name appears in the said petition of her father at her request, and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

BIRDIE GOINGS.

STATE OF OKLAHOMA, *Muskogee County, ss:*

Subscribed and sworn to before me this the 10th day of February, 1915. I further certify that I read over and fully explained to the affiant the above petition and that she knew the contents thereof and that she stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF JAMES GOINGS FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS.

Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that his home is near Boggy Depot, Okla.

I know the applicant, James Goings; that I was well and personally acquainted with both the father and mother of the applicant, Henry and Frances Goings.

The said Henry Goings was a full-blood Choctaw man, and I knew him from the time I could remember up until his death—that is, until I heard of his death. The said Henry Goings had three brothers; George was the oldest one, and that he died before the war; he run for governor of the Choctaw Nation in the early days. The other two full brothers were James and Alfred Goings.

The mother, Frances Goings, was a half-breed Choctaw.

The father of Henry Goings—the grandfather of the applicant—was old Isaac Goings, and he was one of the emigrants from Mississippi in 1832.

Affiant further states that the first time that he ever met this applicant was more than 30 years ago at Old Doaksville, Ind. T., Towson County.

That applicant moved away from there, and so did I, and I did not keep track of him and have not met him again until lately.

I am not acquainted with his family. Have seen them.

ALEC NAIL. [His thumb print.]

The name of Alec Nail was written by me at his request and in his presence and mark made by him in my presence,

JULIUS GOLDEN.

STATE OF OKLAHOMA, *Muskogee County*, ss.

Subscribed and sworn to before me this the 23d day of March, 1915. I further certify that I read over to the affiant the above affidavit, and that he knew the contents thereof, and that he stated that same was correct and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN, *Notary Public*.

My commission expires June 2, 1917.

AFFIDAVIT OF H. L. LEWIS IN SUPPORT OF THE PETITION OF JAMES GOINGS AND FAMILY.

H. L. Lewis, being first duly sworn, on oath states that he is 28 years of age and that he lives at Muskogee, Okla.

That he is well and personally acquainted with the applicant, and that he knows all the older members of his family. That he first knew him when he was small; that, in fact, he has known him and them ever since he could remember.

Affiant further stated that the applicant had his own home that he and his family made on the public domain. That he saw them making it, and knows that they lived on it until they were driven off during allotment.

That he was living in the Choctaw Nation, and that he visited his family when he was growing up, and that is the way that he knows the older ones; he use to play with them.

That he and all his family were Choctaws and so recognized, and that they have lived in the Choctaw Nation during all of that time, which is more than 20 years.

I have not seen him for a long time until lately, he moved to the Creek Nation.

(Signed) H. L. LEWIS.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 19th day of February, 1915; I further certify that I read over the above affidavit to affiant and that he knew the contents thereof, and that he stated that the matters and things therein contained were true.

[SEAL.]

(Signed)

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re application of James Goings for enrollment of himself and family as citizens by blood of the Choctaw Nation.

The foregoing petition was served upon me by Mr. Webster Ballinger, an attorney at law, of Washington, D. C.

The applicant, James Goings, claims that he is an Indian by blood—the evidence shows that he is a negro. On the face of his petition the applicant admits that he did not make application for enrollment as a citizen of the Choctaw Nation within the time required by law.

The act of July 1, 1902 (32 Stat. L., p. 641), by which the supplemental agreement between the Choctaw and Chickasaw Nations and the United States was approved, provides in part as follows:

"* * * The application of no person whomsoever for enrollment shall be received after the expiration of said ninety days."

The 90 days herein referred to is 90 days after the ratification of the agreement by the Choctaw and Chickasaw people. The agreement was ratified on September 25, 1902.

If all the allegations contained in the applicant's petition were true he would not now be entitled to enrollment under the law. He is not a bona fide resident of the Choctaw Nation, but resides at this time near Depew, in Creek County, Okla., which is in the Creek Nation.

The act of Congress approved June 28, 1898, commonly known as the Atoka agreement between the Choctaw-Chickasaw Nations and the United States (32 Stat. L., p. 495), provides as follows:

"No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship."

Without considering the legal bars to the enrollment of this applicant, we are in a position to show that he is not equitably, or morally, entitled to citizenship in the Choctaw Nation. He is not an Indian; he has all the appearances and characteristics of a full-blood negro. His testimony, taken in this case at Tulsa, Oklahoma, on November 19, 1915, is attached hereto. This testimony shows that he has always lived with negroes; that he is married to a negro woman; that his mother was a negro woman who claimed to have some Indian blood, but when asked concerning his father the witness testified as follows:

"Q. Of what blood was your father?—A. Full-blood Choctaw.

"Q. Were your father and mother married?—A. As far as I know.

"Q. Your understanding is that they were not married, isn't that the idea?—A. Claimed to be married as far as I heard them say. Never saw my father."

It seems that this negro assumed the name of "Goings" in order to attempt to establish a relationship between himself and a Choctaw family of that name. On this point the witness testified as follows:

"Q. Where were you married?—A. Clarkesville, Red River County, Tex.

"Q. Did you marry under the name of James Goings?—A. Yes, sir.

"Q. You are sure that you were married under the name of James Goings?—A. No, sir; I went in the name of stepfather when I married her. My stepfather's name.

"Q. You were married under the name of James Davis?—A. Yes, sir.

"Q. You were known by James Davis up to that time?—A. Yes, sir.

"Q. Married by the name of James Davis?—A. Yes, sir.

"Q. Known by that name since you have been married?—A. No, sir.

"Q. When did you change your name to Goings?—A. Right after I married."

This Negro attempts to show that he was recognized as a citizen of the Choctaw Nation, but when asked the question: "Your name was never on any tribal roll that you know anything about?" He answered, "No, sir."

Again he was asked, "As a matter of fact you were not placed on any tribal roll because you are of negro blood; is that the reason?" He answered, "Yes, sir."

He attempted, however, to further establish the fact that he was recognized as a Choctaw, and said that he had been permitted to vote at one election in the Choctaw Nation. He was asked the question—"Who did you vote for?"—and he answered, "I voted in favor of the Choctaws."

"Q. Was it an election for governor, or something of that kind?—A. Yes, sir; I think so. I think it was.

"Q. Don't you know who you voted for?—A. I couldn't read, you know."

The testimony of James Goings is sufficient to show that the allegations in the petition presented by Mr. Ballinger are false. The applicant is not an Indian—he is a negro; he does not reside in the Choctaw Nation; he never made an application for enrollment as a citizen of the Choctaw Nation until he was approached by the agents of Mr. Ballinger and a petition was solicited from him. The testimony on this point is interesting but it is not pertinent to the issues in this case. There is another matter, however, that is pertinent. To corroborate the fraudulent and false allegations contained in the petition submitted by Mr. Ballinger and his associates, this firm of attorneys have procured the affidavit of Alec Nail, an old negro, who, prior to emancipation, was the slave of Jonathan Nail, a Choctaw Indian. This old negro is used by the firm of Ballinger, Lindley & Rodkey as a professional witness. His affidavit is submitted by this firm of attorneys in corroboration of the allegations contained in the petition of James Goings.

On November 5, 1915, Nail was called upon to testify in this case. His testimony is in full as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Muskogee, Okla., November 5, 1915.

In the matter of the application for the enrollment of James Goings as a citizen by blood of the Choctaw Nation.

ALEC NAIL, being first duly sworn by William L. Bowie, deputy clerk of the United States Court for the Eastern District of Oklahoma, on oath, testifies as follows:

Examination by P. J. HURLEY:

Q. What is your name?—A. Alec Nail.

Q. Where do you reside?—A. Muskogee, Okla.

Q. Are you an enrolled citizen of the Choctaw Nation?—A. Yes, sir.

Q. Freedman or citizen by blood?—A. Freedman.

Q. Do you know James Goings?—A. No, sir; only since he has been trying to get on the rolls.

Q. How long has he been trying to get on the rolls?—A. I don't know, sir. He filed petition before I knew him.

Q. Do you know whether James Goings is a Choctaw Indian?—A. He is not an Indian.

Q. What is he?—A. Colored man. He looks dark.

Q. Do you know his father?—A. No, sir.

Q. Do you know his mother?—A. No, sir.

Q. You don't know whether Henry Goings was his father or not?—A. There was a Henry Goings, but I don't know whether he was his father or not.

Q. Do you know whether Francis Goings was his mother?—A. No, sir.

Q. Do you know whether the mother of James Goings was a half-breed Choctaw?—A. I don't know.

Q. You don't know who she was?—A. No, sir.

Q. Did you know the grandfather of the applicant, James Goings, was named Isaac Goings and emigrated from Mississippi?—A. If that was his grandfather, he came from Mississippi. My father said he came with them in 1832. I knowed him all right.

Q. You did know the said Isaac Goings, but you don't know whether they were related to each other or not?—A. They don't look alike.

Q. What was Isaac Goings's blood?—A. Plum Indian.

Q. And this man, James Goings, is a straight-out negro?—A. Yes, sir; he looks like me.

Q. You stated that you never knew this applicant until you met him in Ballinger, Lindley & Rodkey's office?—A. First I ever saw of him.

Q. Did you swear that you met him 30 years ago at Old Doaksville?—A. I have not been there since I was a boy 11 years old.

Q. Then you didn't meet him at Doaksville 30 years ago?—A. No, sir.

Q. In this affidavit purported to have been signed by you and sworn to before Julius Golden, a notary public, did you make the following statement?

(The following is a copy of the affidavit purported to have been made and signed by Alec Nail:)

"Alec Nail, being first duly sworn on oath states that he is 72 years of age, and that his home is near Boggy Depot, Okla.

"I know the applicant, James Goings; that I was well and personally acquainted with both the father and mother of the applicant, Henry and Frances Goings.

"The said Henry Goings was a full-blood Choctaw man, and I knew him from the time I could remember up until his death—that is, until I heard of his death; the said Henry Goings had three brothers; George was the oldest one, and that he died before the war; he run for governor of the Choctaw Nation in the early days. The other two full brother were James and Alfred Goings.

"The mother, Frances Goings, was a half-breed Choctaw.

"The father of Henry Goings, the grandfather of the applicant, was old Isaac Goings, and he was one of the emigrants from Mississippi in 1832.

"Affiant further states that the first time that he ever met this applicant was more than 30 years ago at Old Doaksville, Indian Territory, Towson County.

"That applicant moved away from there and so did I, and I did not keep track of him and have not met him again until lately.

"I am not acquainted with his family. Have seen them.

"(Signed) ALEC NAIL (By thumb mark).

"STATE OF OKLAHOMA, *Muskogee County*, ss:

"Subscribed and sworn to before me this the 23d day of March, 1915; I further certify that I read over to the affiant the above affidavit and that he knew the contents thereof and that he stated that same was correct, and that he was the identical person named therein as affiant.

"[SEAL.]

(Signed)

JULIUS GOLDEN,
"Notary Public.

"My commission expires June 2, 1917."

A. Not a word of it is true.

Q. You didn't swear to that?—A. Not that way.

Q. It was not read to you in the form it now appears?—A. That testimony was made from the rolls. They showed me the roll book and made it out.

Q. They didn't find on the roll where you met James Goings at Doaksville 30 years ago?—A. I left there before 30 years ago. I have not been there since I was 11 years old.

Q. You have not been back since then?—A. No, sir; I have not been back. I never heard that before.

Q. How much did James Goings pay you?—A. He was to pay me \$2.50, and I think he paid me one dollar and six bits.

(Witness excused.)

Frank L. Doble, being first duly sworn, on oath states that he reported the proceedings in the above-entitled case on November 5, 1915, and that the above and foregoing is a true and correct transcript of his stenographic notes taken thereof.

FRANK L. DOBLE.

Subscribed and sworn to before me this 13th day of November, 1915.

R. P. HARRISON, *Clerk.*

By WILLIAM L. BOWIE, *Deputy.*

This testimony furnishes a fair example of the credence that should be placed in sworn statements submitted by Mr. Ballinger and his associates.

There is a little conflict between James Goings and Alec Nail as to the amount Goings paid Nail for making the affidavit. Goings, in testifying, swore as follows:

"Q. What did Alec Nail charge for making an affidavit for you?—A. \$5."

Any reasonable man, after having seen the chief applicant and having heard his testimony and the testimony of his witnesses, could not be so misled as to believe that there would be any possibility, even by the most astute fraud, to procure the enrollment of the applicant as a Choctaw Indian by blood. Mr. Ballinger and his associates are reasonable men, and we are led to ask the question why do they submit a petition for the enrollment of a negro as a citizen by blood of the Choctaw Nation on evidence as unsubstantial and as false as that which appears in this case. I believe that we will to some extent find the answer to this question in the testimony of the chief applicant.

The office of Ballinger, Lindley & Rodkey, attorneys at law, was in the same building with the office of the superintendent of the Five Civilized Tribes at Muskogee. The chief applicant testifies that he was taken to that office by an agent of Ballinger, Lindley & Rodkey and was led to believe that Mr.

Lindley was in the service of the Interior Department. A part of his testimony is as follows:

"Q. Where did you see Mr. Lindley?—A. Muskogee, Interior Office.

"Q. What office?—A. Up in the Government office. About one story up.

"Q. On the second floor?—A. North end."

Then the witness testified as follows:

"Q. What did Mr. Lindley tell you?—A. He told me that I would have to employ an attorney to investigate.

"Q. Did he suggest some attorney to you?—A. I asked him who was attorney there, and he said there was two or three around there, and about that time I walked Nelson Durant, and I employed Nelson Durant.

"Q. What sort of a contract did you make with Nelson Durant?—A. I was to pay him cash in hand. I was to pay him \$27.

"Q. Did you pay him the money?—A. Yes, sir; \$27.

"Q. Pay him that day?—A. No, sir. After I was down there and he told me to bring those five grown children.

"Q. Did you pay him anything at all the first time?—A. \$7.50.

"Q. For what purpose did you pay him this \$7.50?—A. He claimed he had to go and look up the books.

"Q. You paid him \$7.50 to look up the books?—A. Yes, sir.

"Q. What books was he to look up?—A. I don't know, sir. He didn't tell me particularly what books.

"Q. You gave him \$7.50 in cash?—A. Yes, sir.

"Q. First time you were down there?—A. Yes, sir.

"Q. When was that?—A. Along in February.

"Q. Of this year?—A. Yes, sir.

"Q. Any one witness you paying him that money?—A. No, sir; there was nobody in the office but me and him at that time.

"Q. Did he give you a receipt for it?—A. Yes, sir; but I haven't it here.

"Q. You have the receipt at home?—A. Yes, sir.

"Q. He said to come back again with your five children?—A. Grown children.

"Q. You took them back?—A. Yes, sir.

"Q. When did he tell you about bringing more money down?—A. He said all those grown ones would have to pay \$5 apiece for entering fees. What he said—

"Q. You went down there afterwards and took your five grown children with you?—A. Yes, sir.

"Q. What's the names of these children?—A. Mamie Dyer—

"Q. Where does she live?—A. Sapulpa.

"Q. What's her husband's name?—A. J. D. Dyer.

"Q. Do they live in town?—A. No, sir; a mile and half out.

"Q. Which direction?—A. West.

"Q. Name of the next oldest?—A. Henry.

"Q. Where does he live?—A. I don't know, sir, where his home may * * * I haven't seen him since I carried him to Muskogee.

"Q. Name the next oldest?—A. Ella Roberts.

"Q. Wife of Martin Roberts?—A. Yes, sir.

"Q. Live at Boley?—A. Live out about 1 mile from Boley. Have moved near Castle. Got a letter from her last week.

"Q. Did you take Hugh along with you? Does Hugh live at Depew?—A. No, sir. Hugh lives out from Castle.

"Q. Did you take Hugh along with you?—A. Yes, sir.

"Q. Take Birdie?—A. Yes, sir.

"Q. Birdie live at Depew?—A. Yes, sir. Lives with me.

"Q. Birdie, a boy or girl?—A. A girl.

"Q. Did each of these children take money along with them?—A. No, sir.

"Q. They didn't give any money?—A. I got the money myself.

"Q. Had he told you that you would have to bring some more money?—A. \$10 more; \$17.50 for me.

"Q. Did you take him that \$10? You gave him that \$10?—A. Yes, sir.

"Q. How much more?—A. \$5 apiece for the children.

"Q. How much in all?—A. \$25.

"Q. Gave him \$25 for the children?—A. Yes, sir.

"Q. They paid you the money to give to him?—A. All but one; that was Birdie. She was living with me, and I pay hers.

"Q. How much did this make in all that you paid Durant?—A. \$10. \$17.50, and \$25. Let's see, \$42.50 in all; would be \$42.50, near as I could come to it.

"Q. Did you get any receipt for the money?—A. I got a receipt for myself for \$17.50. He told me he would send all the receipts of the kids, their receipts.

"Q. Do you know whether he did this?—A. No, sir; I don't.

"Q. Did you have any understanding as to whether Mr. Lindley or this man Durant were in the Government service?—A. I understood that Mr. Lindley was in the Government service.

"Q. Who told you that Mr. Lindley was in the Government service?—A. He told me himself. He was working for the Government, and he was not allowed to charge any fees. If Government knew he charged any fees he would be hoisted from the office.

"Q. He told you that himself?—A. Yes, sir.

"Q. Anyone else present when he told you?—A. Yes, sir; I think, if I make no mistake, there was an old man, Nails.

"Q. Alex Nails?—A. Yes, sir; if I make no mistake, think he was in there at the time.

"Q. What did Durant tell you? He tell you he was in Government service?—A. He said he was attorney looking up the cases, like for myself.

"Q. What did he tell you about Lindley?—A. He said he would look up my case, and if it was agreement with Mr. Lindley * * *. Whatever Mr. Lindley said when he looked it up * * *. When he looked it up he would turn it over to Mr. Lindley.

"Q. Do you know whether Mr. Webster Ballinger, of Washington, D. C., was connected with that office?—A. I heard he was after I went in.

"Q. Did you sign any contract agreeing to pay anyone any more money?—A. Not at that time I didn't.

"Q. Did you sign any contract at any other time?—A. Yes, sir; a contract several years ago with Mr. Ballinger.

"Q. Several years ago?—A. About 8 or 9 years ago.

"Q. Not this year?—A. Not as I know of.

"Q. Did you sign a power of attorney to Ballinger, Lindley, or Durant?—A. Well, Mr. Lindley told me that Mr. Ballinger was attorney.

"Q. Did you sign any power of attorney?—A. Well, I don't know, sir. I tell you just like it is. I couldn't read, and I couldn't tell you what I signed. Only touched that paper there with my hand."

Does this testimony not indicate that these attorneys are not taking these petitions with the hope of having these negroes enrolled as citizens by blood of the Choctaw Nation? On the contrary, would this testimony not indicate that the purpose of these transactions is to secure from these ignorant and gullible negroes whatever funds they may have on hand?

It is unfair to the Choctaw and Chickasaw Nations to cause them to hire attorneys and to incur the expense of investigating petitions procured by Mr. Ballinger and his associates, as every petition submitted by them indicates that the propaganda carried on by these attorneys is not for the purpose of securing the enrollment of these applicants, but for the purpose of securing funds from them. The cases of applicants are taken regardless of merit if they have funds to give to these attorneys.

The question of the impersonation of a United States officer and of obtaining money under false pretenses are questions that are not pertinent to the issues in this argument.

It might be well, however, to call the attention of the committee to that portion of the act of August 1, 1914 (38 Stat. L., 582), which is as follows:

"Unless the consent of the United States shall have been previously given, all contracts made with any person or persons now or hereafter applicants for enrollment as citizens in the Five Civilized Tribes for compensation for services in relation thereto, are hereby declared to be void and of no effect, and the collection or receipt of any moneys from any such applicants for citizenship shall constitute an offense against the laws of the United States, punishable by a fine of not exceeding \$500 or imprisonment for not exceeding six months, or both, and lands allotted to such applicants, whether Indians or freedmen, shall not be affected or encumbered by any deed, debt, or obligation of any character contracted prior to the time at which said land may be alienated under the laws of the United States."

Without considering the questions of receiving money under false pretense and impersonating officers of the United States, it seems that Mr. Ballinger and his associates have unquestionably violated the foregoing law.

P. F. HURLEY,

National Attorney for the Choctaw Nation.

DEPARTMENT OF THE INTERIOR,
OFFICE OF SUPERINTENDENT, FIVE CIVILIZED TRIBES,
Tulsa, Okla., November 19, 1915.

In the matter of the application for enrollment of James Goings for himself and family as Choctaw Indians by blood.

JAMES GOINGS, being first duly sworn by William L. Bowie, United States deputy clerk of the United States Court for the Eastern District of Oklahoma, on oath testified as follows:

Examination by Mr. WILLIAM L. BOWIE:

- Q. Please state your name?—A. James Goings.
Q. Your age?—A. Fifty-nine. I was 58 when I gave that in.
Q. Do you know in what year you were born?—A. I can't keep up with the years, but I know that the time I was born, up to what my mother said, was about six years before surrender.
Q. About six years before surrender?—A. Yes, sir.
Q. Where do you live?—A. Depew.
Q. Near Depew, Okla.?—A. Yes, sir; three miles and a half.
Q. Which direction?—A. Southwest.
Q. Depew is in the Creek Nation, is it not?—A. Yes, sir.
Q. What is your occupation?—A. Farming.
Q. Married?—A. Yes, sir.
Q. What is the name of your wife?—A. Lucy.
Q. What was her name before she married?—A. Lucy. Do you mean surname?
Q. Yes.—A. Mackey.
Q. Was she married before she married you?—A. No, sir.
Q. Father's name was Mackey?—A. Yes, sir.
Q. Colored woman?—A. Yes, sir.
Q. What color?—A. Dark complexion.
Q. Darker than yourself?—A. Yes, sir; good deal.
Q. How much negro blood do you claim to have?—A. One-fourth.
Q. Which side did you get that negro blood—from father or mother, or both?—A. Mother's side.
Q. What degree of negro blood did your mother have?—A. Called one-half.
Q. What was the other half?—A. Indian.
Q. What kind of Indian blood?—A. Choctaw.
Q. Of what blood was your father?—A. Full-blood Choctaw.
Q. Were your father and mother married?—A. As far as I know.
Q. Your understanding is that they were not married; isn't that the idea?—A. Claimed to be married as far as I heard. Never saw my father.
Q. As a matter of fact, full-blood Choctaws did not marry colored persons. Was not permitted at all.—A. They did. If they wanted them for a wife.
Q. Did you ever know a full-blood Choctaw to marry a colored person?—A. Yes, sir. One lives near me now at Depew. Full-blood Indian woman married to full-blood negro.
Q. Choctaws?—A. Said she was a Choctaw.
Q. Isn't she a Creek?—A. Told me Choctaw. Full-blood Choctaw.
Q. Who was your father?—A. Henry Goings.
Q. Is he dead?—A. Yes, sir.
Q. When did he die?—A. I couldn't tell. Died when I was quite small. Never saw him.
Q. How do you know whether Henry Goings was your father?—A. My mother. From my mother.
Q. Simply representation?—A. Yes, sir.
Q. Your mother told you?—A. Yes, sir.
Q. Your father and mother lived together?—A. So she said.
Q. How old were you when your father died?—A. She said about 3 years old.
Q. Where did your father die?—A. He died in the Choctaw Nation. Near Shawneetown.
Q. How far?—A. Don't know, sir.
Q. In what direction?—A. All I know old Shawneetown was about $3\frac{1}{2}$ miles from Idabel.
Q. How far from Shawneetown did your father die?—A. I couldn't say exactly.

Q. Do you know where he was born?—A. No, sir; but I know he died in Shawneetown.

Q. Did your father have any brothers?—A. Yes, sir.

Q. Do you know the name of the brother?—A. Alfred Goings.

Q. Have any other brothers?—A. Some other brothers. I heard my uncle Alfred call their names.

Q. How many?—A. Two.

Q. Three altogether?—A. Yes, sir; I know there was three.

Q. You don't know the names of either of the brothers other than Alfred?—A. No, sir.

Q. Did he have any sisters?—A. Well, yes, sir; he had some sisters; but I don't know the names.

Q. You don't know the names of any sister?—A. No, sir.

Q. How many did he have?—A. Don't know, sir.

Q. You never knew any of his sisters?—A. No, sir.

Q. Any of his brothers?—A. Just Alfred and grandfather.

Q. Your father's father?—A. Yes, sir.

Q. What was his name?—A. Isaac Goings.

Q. Where did he live?—A. Near Shawneetown.

Q. What blood was your grandfather?—A. Full blood.

Q. What became of Alfred Goings?—A. They sent him to the penitentiary.

Q. For what?—A. Married twice without license.

Q. When was that?—A. Been something between eight or nine years ago.

Q. Where was he sent to the penitentiary from?—A. I think it was Idabel.

Q. What penitentiary was he sent to?—A. I don't know. Just know he was sent to the penitentiary.

Q. Before Statehood?—A. Yes, sir.

Q. Sent up for bigamy, you say?—A. Yes, sir.

Q. Do you know these wives; do you know either of these women he married?—A. No, sir.

Q. Do you know the names of either of them?—A. No, sir.

Q. Do you know anything about your grandmother on your father's side?—A. No, sir.

Q. Was your father married more than once?—A. I don't know, sir.

Q. Do you know whether your father had any children besides yourself?—A. Never heard of any. If he had I might have heard. Never any claim kin to me.

Q. Did you have any brother of full blood?—A. No, sir.

Q. Any sister of full blood?—A. No, sir.

Q. Have any sister of half blood?—A. Yes, sir.

Q. Have any brother of the half blood?—A. Yes, sir. On my mother's side.

Q. Not on your father's side?—A. No, sir.

Q. How many half brothers on your mother's side?—A. Only one.

Q. What is his name?—A. His name is Lewis.

Q. What was his other name?—A. Lewis Davis.

Q. Where does Lewis Davis live?—A. In Marshall, Tex.

Q. In the town?—A. About 1 mile from town.

Q. How old is Lewis?—A. About 32.

Q. Considerably younger than you are?—A. I am the oldest.

Q. Oldest one of your mother's children?—A. Yes, sir.

Q. Don't know how old she was when you were born?—A. I never heard her say.

Q. Did you say you had a sister of the half blood?—A. Yes, sir.

Q. Your mother's child?—A. Yes, sir.

Q. How many?—A. One.

Q. State the name of this sister?—A. Patsy.

Q. Is Patsy dead?—A. No, sir; she is living.

Q. What is her present name?—A. She married, but I don't know who she married. Her first name was Patsy Davis, same as brother Lewis.

Q. How long has she been married?—A. About 8 or 10 years. I haven't had a letter for 8 or 10 years.

Q. Where does she live?—A. Marshall, Tex.

Q. Was this half sister and half brother enrolled?—A. No, sir.

Q. Did either one apply for enrollment?—A. Not that I know of. Not to my knowledge.

Q. Was your mother a slave?—A. Not as I know of.

Q. What was your understanding about it?—A. I never heard of her being a slave. She lived with my grandfather, Isaac Goings, with him.

Q. Was she a slave of Isaac Goings?—A. She might have been; I don't know.

Q. Isn't that your understanding, that she was a slave of Isaac Going?—A. I couldn't say it.

Q. Was she ever enrolled?—A. Not as I know of.

Q. Was she ever enrolled as a freedman?—A. No, sir.

Q. Do you know anything about your mother's father?—A. No, sir.

Q. Your mother's mother?—A. Yes, sir.

Q. What was her name?—A. Patsy.

Q. Her surname?—A. No, sir; knew her by my mother.

Q. Did you ever see this grandmother?—A. No, sir.

Q. Dead before you were born?—A. Yes, sir; must have died before I was born. Never saw her.

Q. Your mother have any sisters?—A. Not that I know of.

Q. Any brothers?—A. No, sir; not that I know of.

Q. Where were you born?—A. I was born, so my mother said, about 1½ miles from old Shawneetown.

Q. Which direction?—A. Between old Shawneetown and Horseshoe Lake. I suppose that would be about southwest.

Q. Born on the Goings place?—A. Yes, sir.

Q. Isaac Goings's place?—A. Yes, sir.

Q. Is your mother living?—A. No, sir.

Q. How long has she been dead?—A. Been dead for 35 or 40 years.

Q. How old were you when she died?—A. I was a man grown. I guess I was about 20, maybe more.

Q. You were about 20, maybe more?—A. I was at that time.

Q. Is your mother's name on any tribal roll that you know anything about?—A. No, sir.

Q. Is your father's name on any tribal roll that you know anything about?—A. I couldn't say.

Q. You lived with your mother until she died?—A. Yes, sir.

Q. How long did she stay on the Isaac Goings's place after you were born?—A. She said she stayed there about three years. I was about 3 years old.

Q. Where did she go?—A. She went to a little town they called in Choctaw Nation above Hugo. I can't call the name of that place. She stayed there several years.

Q. Above Hugo?—A. Yes, sir. It wasn't Hugo at that time. I forgot the name.

Q. How long did she live there?—A. Several years, she said.

Q. That was in the Choctaw Nation?—A. Yes, sir.

Q. Whose place did she live on?—A. I don't know, sir.

Q. Where did she go from there?—A. She went from there to just about 20 miles from Choctaw Nation—there in Texas. Let me see. * * * She lived there. * * *

Q. How long did she live there?—A. She lived there, she told me, five or six years.

Q. Were you with her?—A. No, sir; not at that time.

Q. Where were you?—A. In the Choctaw Nation.

Q. Where?—A. Above Antlers.

Q. You said you lived with your mother up until she died?—A. I was there when she died. Didn't stay with her continuously.

Q. Were you ever with your mother any more than this time you speak of?—A. No, sir.

Q. How old were you when your mother went to Texas?—A. Sixteen.

Q. You didn't go to Texas?—A. No, sir.

Q. You say you went up above Antlers?—A. Yes, sir.

Q. Who with?—A. First one and then another.

Q. How long did you stay around Antlers?—A. Two or three years.

Q. Where did you go then?—A. I went to this town above * * *. There was no town there then * * *. It was called * * *. I can't get that place * * *. It was out from a little town where they didn't allow negroes.

Q. Durant?—A. Out from Durant about 3 miles. I lived there for two years. On a ranch. * * *

Q. Whose ranch was that?—A. Choctaw ranch.

Q. Who controlled it?—A. A man by the name of Tom Edwards.

Q. How long did you stay there?—A. Two years.

- Q. Then where did you go?—A. To Ardmore.
 Q. How long at Ardmore?—A. Three years.
 Q. Right in the town?—A. No, sir; out in the country.
 Q. Work around there?—A. Yes, sir.
 Q. Doing day's work?—A. Labor.
 Q. Farm hand?—A. Yes, sir. Riding horses, riding stock.
 Q. Where did you go next?—A. Then I went back to Texas and married.
 Q. How long had you been in Texas when you were married?—A. First year

I went there.

- Q. Who did you marry down there?—A. Lucy.
 Q. Your present wife?—A. Yes, sir.
 Q. She is still living?—A. Yes, sir.
 Q. Lucy; what is her other name?—A. Lucy Mackey.
 Q. Where were you married?—A. Clarkesville, Red River County, Tex.
 Q. Did you marry under the name of James Goings?—A. Yes, sir.
 Q. You are sure that you married under the name of James Goings?—A. No, sir. I went in the name of stepfather when I married her. My stepfather's name.

- Q. You were married under the name of James Davis?—A. Yes, sir.
 Q. You were known by James Davis up to that time?—A. Yes, sir.
 Q. Married by name of James Davis?—A. Yes, sir.
 Q. Known by that name since you have been married?—A. No, sir.
 Q. When did you change your name to Goings?—A. Right after I married.
 Q. When did you come to be known as Goings?—A. Right after I married.
 Q. Let it be known that your right name was Goings?—A. Yes, sir.
 Q. You have been going by that name since?—A. Yes, sir.
 Q. That is the name you are known by around Depew?—A. Yes, sir.
 Q. You have several children?—A. Ten.
 Q. Any dead?—A. One.
 Q. Ten living and one dead?—A. Yes, sir.
 Q. Where was Mamie Dyer born?—A. Born in town of Clarkesville.
 Q. Do you know what date she was born?—A. About 27, her age.
 Q. Where was Roosevelt born? How old is he?—A. He is about 12 years old.
 Q. You can prove the date of his birth?—A. Yes, sir.
 Q. Where was he born?—A. About 2 miles from Valliant, Okla.
 Q. Valliant, in the Choctaw Nation?—A. Yes, sir.
 Q. Where was James Goings born?—A. He was born in the Choctaw Nation.
 Q. Where?—A. Down near the same place.
 Q. Down near Valliant?—A. Yes, sir.
 Q. Have an attending physician? Have a doctor?—A. No, sir. Granny

woman.

- Q. What was the name of the granny woman?—A. Sarah.
 Q. Where was Ella Roberts born?—A. She was born at Clarkesville.
 Q. Where was Birdie born?—A. In the Choctaw Nation.
 Q. Where was Ben born?—A. In Choctaw Nation.
 Q. Birdie was born at Clarkesville?—A. No, sir; Ella.
 Q. Where was Hugh born?—A. In Choctaw Nation.
 Q. Where?—A. Down near same place.
 Q. Near Valliant?—A. Yes, sir.
 Q. Where was Henry born?—A. In Clarkesville.
 Q. Mamie, Henry, and Ella born in Clarkesville?—A. Yes, sir. Rest born in Choctaw Nation.

Q. You give the ages of these children in the application you have filed by Webster Ballinger as Mamie Dyer 27, Henry Goings 26, Ella Roberts 24, Hugh Goings 22, Birdie Goings 19, James Goings 18, Ben Goings 17, Francis Goings 13, Roosevelt Goings 11, Maggie born April 3, 1905. You say that the first three of these were born in Clarkesville, Tex.?—A. Yes, sir.

Q. And you say Hugh, Birdie, James, Ben, and Francis were born out south of Valliant?—A. Yes, sir.

Q. All born on same place?—A. No, sir; we lived on one place two years. Moved in the same neighborhood.

Q. Where was Roosevelt born?—A. Born two miles of Valliant. I lived 2 miles of Valliant when last two children were born, Roosevelt and Maggie.

Q. Rest of them born, those five, south of Valliant?—A. Yes, sir.

Q. Pretty close to river?—A. Yes, sir.

Q. Red River?—A. Yes, sir.

Q. This child that is dead, where did that one come in?—A. Between Hugh and Birdie.

Q. Where was it born?—A. Born down there, too.

Q. South of Valiant?—A. Yes, sir.

Q. In Choctaw Nation, this side of Red River?—A. Yes, sir.

Q. The ages of these children, were they taken from any record?—A. Not that I know of.

Q. Were these ages given in from any memorandum, any record or memorandum?—A. If any were taken * * * Just one. I had a doctor for her.

Q. I asked if you took the ages of these children from any Bible or record?—A. No, sir.

Q. How did you arrive at the age of these children?—A. Kept them in my memory. I ain't got no book. * * * I ain't got no education. * * * What I go by I keep in my head.

Q. Your name was never on any tribal roll that you know anything about?—A. No, sir.

Q. Why not? Why was it omitted?—A. Because I neglected it. Didn't pay any mind to it. * * * Didn't think there was anything * * *

Q. As a matter of fact you were not placed on any tribal roll because you are of negro blood, is that the reason?—A. Yes, sir.

Q. You were not recognized as a citizen of the Choctaw Nation?—A. I always been recognized by Indians by blood. * * *

Q. You never voted? You never voted on tribal matters?—A. I voted once before statehood.

Q. Once where?—A. Valiant.

Q. Why was it you were not permitted to vote at other times?—A. Didn't try. Didn't care anything about it. Didn't go to the polls.

Q. Could you have voted if your name was not on some of the tribal rolls?—A. I don't know, sir. I was allowed to vote then. I never did try to vote again.

Q. What kind of an election?—A. Some office election of the Choctaws.

Q. Who did you vote for?—A. I voted in favor of the Choctaws.

Q. Was it an election for governor or something of that kind?—A. Yes, sir; I think so. I think it was.

Q. Don't you know who you voted for?—A. I couldn't read, you know.

Q. How long did you live in Texas at Clarksville?—A. Four years.

Q. Then when you left there where did you go?—A. Choctaw Nation.

Q. South of Valiant?—A. Yes, sir.

Q. How long did you live there?—A. Ten or eleven years.

Q. Where did you live when you left there?—A. Moved about 1 mile of Valiant, maybe about a mile and a quarter.

Q. How long did you live there?—A. Six years.

Q. Where did you go when you left there?—A. When I left there I come over into Creek Nation.

Q. What name were you known by when you were down south of Valiant? Goings?—A. Yes, sir.

Q. All the time?—A. Yes, sir.

Q. All know you by James Goings?—A. Yes, sir.

Q. Didn't know you by the name of James Davis?—A. They knew I had that name.

Q. Suppose I went down there and inquired for James Goings, would the people know you by that name?—A. Yes, sir.

Q. Suppose I inquired for James Davis, would they know you by that name?—A. They would know by my stepfather. They knew I always said that was not my father.

Q. Did you at any time have to take out intruder's permit to live in the Choctaw Nation? Did you have to secure a permit as an intruder in the Choctaw Nation?—A. No, sir.

Q. Never obtained a permit at any time?—A. No, sir.

Q. Did you pay any license to the Choctaw Nation?—A. No, sir.

Q. Your occupation has always been that of a farmer and stockman?—A. Yes, sir.

Q. Did your mother ever have any husband other than this man Davis?—A. No, sir; not as I know of.

Q. Have you any idea when she married Davis?—A. No, sir.

Q. Was it before you were born?—A. No, sir; I know she didn't marry him before I was born. I was three years old when she married.

Q. What was his given name?—A. Ben Davis.

Q. Ben Davis a colored man?—A. Yes, sir.

Q. Was he a freedman?—A. I don't know what he was.

Q. Don't know whether he was a Choctaw freedman?—A. No.

Q. Wasn't a citizen of the Choctaw Nation?—A. I don't know.

Q. Where did he live?—A. In Marshall.

Q. When did your mother marry him? Before she left the Choctaw Nation?—

A. No, sir; she said she married at this little town I was trying to tell you about. * * *

Q. Married in the Choctaw Nation?—A. No, sir; in Texas.

Q. Then she lived in Texas until she died?—A. Not then. She lived down there at that little place. * * * Between Hugo there, a place called * * *.

Q. In Texas or in the Choctaw Nation?—A. In the Choctaw Nation. Lived there seven years.

Q. After she married Davis?—A. Yes, sir.

Q. Where did he die?—A. At Marshall, Tex.

Q. Do you know when he died?—A. No, sir; not exactly. When I knowed he was dead it had been about six years.

Q. How long ago was it that he died, do you suppose?—A. He has been dead about 16 or 17 years.

Q. Did he live in the town of Marshall?—A. No, sir.

Q. How far from there?—A. About a mile and a quarter.

Q. Did he marry again after your mother died?—A. Yes, sir.

Q. Know the name of the woman?—A. No, sir.

Q. Did he have any children by this other woman?—A. Not that I know of.

Q. Do you know, as a matter of fact, that he did or did not have any children?—A. Not as I heard anyone say.

Q. You don't know?—A. No, sir.

Q. You have made out papers looking to your enrollment as a Choctaw by blood?—A. Yes, sir.

Q. Who made out these papers for you?—A. Mr. Lindley.

Q. Lindley?—A. Yes, sir.

Q. Where did you see Mr. Lindley?—A. Muskogee, Interior office.

Q. What office?—A. Up in the Government office. About one story up.

Q. On the second floor?—A. North end.

Q. Building used by the Government offices?—A. Yes, sir.

Q. Who told you to go down there? Who told you about Lindley?—A. I was taken papers, and my wife read in the papers where this office was going to be open January 1, so I got myself ready and went down there.

Q. Had you talked with anyone about going before you went down there?—A. About enrolling?

Q. Yes.—A. Yes, sir.

Q. To whom had you talked?—A. A man where I live. I live on his place now.

Q. What is his name?—A. Charles Edwards.

Q. That all the name he has?—A. As far as I know.

Q. What did Edwards tell you?—A. He said he thought I could get on if I come * * * if I could get * * * if I could tell the right evidence.

Q. Was he working for these people?—A. I am working on his place.

Q. Was he working for these people?—A. Mr. Lindley? No, sir.

Q. You on Edwards place yet?—A. Yes, sir.

Q. Who is this Charles Gould?—A. I don't know, sir. He told me * * * he tells me his name is Charles Edwards. If his name is Gould, he has put it on since he is Choctaw by blood.

Q. He made an application under the name of Edwards?—A. Yes, sir.

Q. That the reason why you said his name was Edwards?—A. Yes, sir.

Q. Everyone knows him by the name of Charles Gould?—A. I don't know.

Q. Never heard his name of Edwards until after this application was made out?—A. He always told me Edwards.

Q. Is he a white man?—A. Yes, sir.

Q. Looks like white man to you?—A. He might be Indian; don't know whether he is part white man or not.

Q. How old?—A. 40 or 45.

Q. Is he a tall man?—A. Just about my height.

Q. How tall are you?—A. 5-11.

Q. What is his complexion?—A. Just about a shade darker than you; and kind of freckle face.

Q. Wear a mustache?—A. Yes, sir.

Q. Wear beard?—A. Sometimes; shave clean sometimes.

Q. How is he now?—A. Shaved clean.

Q. Black hair?—A. Yes, sir.

Q. Has Gould been working for these people?—A. Not as I know of.

Q. What did Gould represent to you? Did he represent that the rolls were open?—A. No, sir; he didn't represent to me that they were opened.

Q. What did he tell you about it?—A. He told me after I was telling him about a * * *. He was reading in his papers and he said, "Jim, this roll is going to be open." Seems * * * since you said * * * I have been reading where these rolls are going to—

Q. You stay * * *. You went to Muskogee?—A. Yes, sir.

Q. Who did you see?—A. Mr. Lindley.

Q. See anyone else?—A. No, sir; there was a gentleman in the office, but I can't place him.

Q. What did Mr. Lindley tell you?—A. He told me that I would have to employ an attorney to investigate.

Q. Did he suggest some attorney to you?—A. I asked him who was attorney there, and he said there was two or three around there, and about that time in walked Nelson Durant, and I employed Nelson Durant.

Q. What sort of a contract did you make with Nelson Durant?—A. I was to pay him cash in hand. I was to pay him \$27. He said he would look up the book. He would charge \$27.

Q. Did you pay him the money?—A. Yes, sir; \$27.

Q. Pay him that day?—A. No, sir. After I was down there and he told me to bring those five grown children.

Q. Did you pay him anything at all the first time?—A. \$7.50.

Q. For what purpose did you pay him this \$7.50?—A. He claimed he had to go and look up the books.

Q. You paid him \$7.50 to look up the books?—A. Yes, sir.

Q. What books was he to look up?—A. I don't know, sir. He didn't tell me particularly what books.

Q. You gave him \$7.50 in cash?—A. Yes, sir.

Q. First time you were down there?—A. Yes, sir.

Q. When was that?—A. Along in February.

Q. Of this year?—A. Yes, sir.

Q. Anyone witness you paying him that money?—A. No, sir; there was nobody in the office but me and him at that time.

Q. Did he give you a receipt for it?—A. Yes, sir; but I haven't it here.

Q. You have the receipt at home?—A. Yes, sir.

Q. He said to come back again with your five children?—A. Grown children.

Q. You took them back?—A. Yes, sir.

Q. When did he tell you about bringing more money down?—A. He said all those grown ones would have to pay \$5 apiece for entering fees. What he said * * *.

Q. You went down there afterwards and took your five grown children with you?—A. Yes, sir.

Q. What's the names of these children?—A. Mamie Dyer. * * *

Q. Where does she live?—A. Sapulpaa.

Q. What's her husband's name?—A. J. D. Dyer.

Q. Do they live in town?—A. No, sir; a mile and a half out.

Q. What direction?—A. West.

Q. Name of the next oldest?—A. Henry.

Q. Where does he live?—A. I don't know, sir, where his home may * * *. I haven't seen him since I carried him to Muskogee.

Q. Name the next oldest.—A. Ella Roberts.

Q. Wife of Martin Roberts?—A. Yes, sir.

Q. Live at Boley?—A. Live out about 1 mile from Boley. Have moved near Castle. Got a letter from her last week.

Q. Did you take Hugh along with you? Does Hugh live at Depew?—A. No, sir. Hugh lives out from Castle.

Q. Did you take Hugh along with you?—A. Yes, sir.

Q. Take Birdie?—A. Yes, sir.

Q. Birdie live at Depew?—A. Yes, sir; lives with me.

Q. Birdie; a boy or girl?—A. A girl.

Q. Did each of these children take money along with them?—A. No, sir.

Q. They didn't give any money?—A. I got the money myself.

Q. Had he told you that you would have to bring some more money?—A. \$10 more; \$17.50 for me.

Q. Did you take him that \$10? You gave him that \$10?—A. Yes, sir.

Q. How much more?—A. \$5 apiece for the children.

Q. How much in all?—A. \$25.

Q. Gave him \$25 for the children?—A. Yes, sir.

Q. They paid you the money to give to him?—A. All but one. That was Birdie. She was living with me and I pay hers.

Q. How much did this make in all that you paid Durant?—A. \$10, \$17.50, and \$25. Let's see—\$42.50 in all. Would be \$42.50 near as I come to it.

Q. Did you get any receipt for the money?—A. I got a receipt for myself for \$17.50. He told me he would send all the receipts of the kids—their receipts.

Q. Do you know whether he did this?—A. No, sir; I don't.

Q. Did you have any understanding as to whether Mr. Lindley or this man Durant were in the Government service?—A. I understood that Mr. Lindley was in the Government service.

Q. Who told you that Mr. Lindley was in the Government service?—A. He told me himself. He was working for the Government, and he was not allowed to charge any fees. If Government knew he charged any fees, he would be hoisted from the office.

Q. He told you that himself?—A. Yes, sir.

Q. Anyone else present when he told you?—A. Yes, sir; I think, if I make no mistake, there was an old man, Nails.

Q. Alex. Nails?—A. Yes, sir; if I make no mistake, think he was in there at the time.

Q. What did Durant tell you? He tell you he was in Government service?—A. He said he was attorney looking up the cases like for myself.

Q. What did he tell you about Lindley?—A. He said he would look up my case, and if it was agreement with Mr. Lindley. * * * Whatever Mr. Lindley said when he looked it up. * * * When he looked it up he would turn it over to Mr. Lindley.

Q. Do you know whether Mr. Webster Ballinger, of Washington, D. C., was connected with that office?—A. I heard he was after I went in.

Q. Did you sign any contract agreeing to pay anyone any more money?—A. Not at that time I didn't.

Q. Did you sign any contract at any other time?—A. Yes, sir; a contract several years ago, with Mr. Ballinger.

Q. Several years ago?—A. About eight or nine years ago.

Q. Not this year?—A. Not as I know of.

Q. Did you sign a power of attorney to Ballinger, Lindley, or Durant?—A. Well, Mr. Lindley told me that Mr. Ballinger was attorney.

Q. Did you sign any power of attorney?—A. Well, I don't know, sir. I tell you just like it is. I couldn't read and I couldn't tell you what I signed. Only touched that paper there with my hand.

Q. Henry Goings, Mamie Goings, Ella Roberts, and Hugh Goings and Birdie Goings all signed affidavits?—A. Yes, sir; they signed.

Q. On the day that you were in Muskogee upon the occasion of your second visit?—A. Yes, sir. There, as stated by you.

Q. Alex. Nails also signed an affidavit?—A. Yes, sir.

Q. Anyone else sign an affidavit for you?—A. Yes, sir.

Q. There was an Indian signed an affidavit for you—Hennyha?—A. Yes, sir; Mr. Hennyha.

Q. He was too young to know anything about your parents?—A. Yes, sir; too young.

Q. His name is also Lewis?—A. Yes, sir.

Q. The same H. L. Lewis signed an affidavit for you?—A. Yes, sir.

Q. He was 28 years of age?—A. Yes, sir.

Q. He wasn't old enough to recognize any of your ancestors?—A. Not of mine, but he did of my children.

Q. As a matter of fact, you had never seen Alex. Nail before that visit?—A. Yes, sir.

Q. Where?—A. Fort Towson, Antlers.

Q. When did you meet him?—A. Several years ago. Thirty years ago. Never since I come up here.

Q. Never until you came up here? You didn't know him in old Shawnee-town?—A. Yes, sir. I knew him after I come up to Muskogee. Mr. Lindley said you will have to get a man who knows your family.

Q. What did Alex. Nail charge for making an affidavit for you?—A. \$5.

Q. You paid that independent of the other money you paid to Durant?—A. Yes, sir.

Q. You gave \$5 to Alex. Nail?—A. Yes, sir.

Q. Hand it to Alex. Nail?—A. Yes, sir.

Q. Any of your children pay him anything besides?—A. No, sir.

Q. You never paid Lindley any money?—A. No, sir.

Q. He knew that you paid Durant this money?—A. Not that I know of.

Q. Did you pay this man Lewis any money?—A. Gave him a dollar. I don't know what * * * I didn't know what I had to do; they asked for it.

Q. Has this man Gould been in the employ of these people since?—A. I don't know.

Q. What is your understanding?—A. I don't know. He has been going from home.

Q. Did he tell you he was working for them?—A. No, sir.

Q. Did you—did Gould tell you that these persons were in the Government service?—A. He told me that Mr. Lindley was.

Q. Has he been sending any applicants up to Muskogee from around Depew and Bristow?—A. He sent three applications by me. He paid the money for three—\$3.

Q. Who were they?—A. Henry Phillips. Two more were there; I can't hardly place the names. Henry Phillips the name of one. I knows him well.

Q. Where does he live?—A. At Depew.

Q. In town?—A. Yes, sir. He was applicant as freedman.

Q. What nation?—A. Choctaw.

Q. You went to Muskogee with him?—A. Yes, sir.

Q. Did he pay Lindley anything?—A. I don't know, sir.

Q. Did he tell you he paid anything?—A. No, sir.

Q. Did he pay Durant anything?—A. No, sir; Durant wasn't there.

Q. Who was acting in Durant's stead?—A. Billy Vann.

Q. Did he pay Billy Vann anything?—A. I don't know, sir.

Q. Vann is a big negro?—A. Yes, sir.

Q. With a reel foot?—A. Light-colored negro.

Q. You don't know whether Phillips paid Vann anything or not?—A. No, sir.

Q. Did he tell you that he paid anything?—A. No, sir.

Q. Did he tell you anything about the nature of the work they were doing down there?—A. Billy?

Q. Yes.—A. No, sir.

Q. Did he say whether he was in the Government service himself?—A. No, sir.

Q. Do you know anything about the work that Vann has been doing around here?—A. No, sir.

Q. You say you don't remember the names of these other persons who went to Muskogee?—No, sir.

Q. They live at Depew?—A. Yes, sir. Yes; I do remember one. It was Hickman; something like that.

Q. Indian, white, or negro?—A. Claimed Indian.

Q. Colored blood, too?—A. Looked like he had negro blood.

Q. Know any other name?—A. Hickman all I know.

Q. Did he pay any money?—A. I don't know, sir.

Q. Live in town of Depew?—A. Northwest of Depew, a mile and a quarter.

(Witness excused.)

STATE OF OKLAHOMA, *county of Tulsa, ss:*

Mildred W. Kelsey, being first duly sworn, states that as stenographer to the national attorney for the Choctaw Nation she reported the proceedings in the above-entitled case on the 19th day of November, 1915, and that the foregoing is a true and correct transcript of her stenographic notes thereof.

MILDRED W. KELSEY.

Subscribed and sworn to before me this 7th day of December, 1915.

[SEAL].

FARRAR SMITH, *Notary Public.*

My commission expires September 9, 1918.

ENROLLMENT CASE NO. 3.

PETITION OF JACKSON BARRETT AND OTHERS FOR ENROLLMENT AS CITIZENS BY BLOOD OF THE CHOCTAW NATION, PRESENTED BY WEBSTER BALLINGER, AN ATTORNEY AT LAW.

REPLY AND ARGUMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

PETITION OF JACKSON BARRETT FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS BY BLOOD.

Comes now Jackson Barrett and shows that he is 51 years of age and that he lives at Haskell, Okla.

That he is a Choctaw Indian by birth, by blood, by residence, and by recognition; that his father was Toliver Barrett, a noncitizen, and that his mother was Frances Barrett, a half-blood Choctaw Indian.

That he was born and raised in the Choctaw Nation, near Boswell, and while he was still a minor was taken to the State of Texas, where he stayed about three years or a little longer; was married and came back to the Choctaw Nation; that at another time he went to Texas and stayed for about one year, but for the last past 22 years he has not been out of the Choctaw and Chickasaw Nation until 3 months ago he moved to Haskell, Okla.

That 11th day of February, 1886, he was duly and lawfully married to Martha Barrett, with whom he still lives; that there was born to this union the following-named children, to wit:

Clyde Boyd, née Hill, age 29 years; Joella Acrey, age 26 years; Henry Barrett, age 25 years; Arlington Barrett, age 23 years; Walter Barrett, age 22 years; Francis Grayson, age 20 years; Donald Barrett, age 17 years; Idee Barrett, age 15 years; Bulah Barrett, age 13 years; Justice Barrett, age 11 years; child of Clyde Boyd, née Hill, grandchild of applicant; Claud Hill, born November 4, 1903.

That all of the above-named children except the three older ones were born in the Choctaw Nation and have always lived in the Choctaw Nation; that these not born in the Choctaw Nation were brought to it in infancy and until three months ago have always made it their homes.

That the reason that their names are not on the approved roll as Choctaw Indians is that they employed counsel and paid him and he neglected to file any application for them, but always represented that the case would come up in due course of time, as is shown by the letters hereto attached; that this continued until the roll closed and they could not make application because they were not full bloods.

That his said mother died prior to final enrollment, but that her uncle, Clayton Hunter, is a duly enrolled Choctaw Indian No. 9374 (Len Paisley).

Petitioner further shows that he and his family have always been recognized as Choctaw citizens; that none of them have ever been called on to pay permits, and that he built himself a home on the public domain near Oberlain, Okla., and lived there on it unmolested until it was allotted from him.

Wherefore, petitioner prays that his name, Jackson Barrett, and the name of his wife, Martha Barrett; also the names of his said children, Clyde Boyd, and her son, Claud Boyd; also his other named children: Joella Acrey, Henry, Arlington, and Walter Barrett and Francis Grayson, Donald, Idee, Bulah, and Justice Barrett; and that to them and to each of them be given their distributive share of the common property of the Choctaw Tribe of Indians, the same as is given to all other resident Choctaws so enrolled.

JACKSON BARRETT (His thumb print.)

The name of Jackson Barrett was written by me at his request and in his presence, and mark made by him in my presence.

JULIUS GOLDEN.

STATE OF OKLAHOMA,

Muskogee County, ss:

Jackson Barrett, being first duly sworn, on oath states that he is the above named Jackson Barrett; that he has had read over to him the above and fore-

going petition: and that he knows the contents thereof and that the matters and things therein contained are true.

JACKSON BARRETT (His thumb print.)

The name of Jackson Barrett was written by me at his request and in his presence, and mark made by him in my presence.

JULIUS GOLDEN.

Subscribed and sworn to before me this the 20th day of February, 1915. I further certify that I read over the above petition to affiant, and that he knew the contents thereof and stated that same was true.

[SEAL.]

JULIUS GOLDEN, *Notary Public.*

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF CLYDE BOYD, IN SUPPORT OF THE PETITION OF JACKSON BARNETT FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Clyde Boyd, née Hill, and shows that she is 29 years of age and that she lives at present at 3012 Cherry Street, Kansas City, Mo., where she was taken by her present husband two years ago the 12th of last January.

That she is a Choctaw Indian by blood, by residence, and by recognition, as is shown by the petition of Jackson Barnett, her father, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to relationship and residence and the relationship and residence of all the other parties named therein she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said father and mother she has always been taught were true; that she has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts, and that she believes them to be true and so charges the fact to be.

That she further knows that she and all the family were all recognized Choctaw citizens ever since she could remember and lived with their said father in his home on the public domain, which he and the boys put in and on which he lived until it was allotted from him.

That on the 8th day of January, 1903, she was duly and lawfully married to Monroe Hill, deceased, who was also a Choctaw Indian, and who always said that he would be enrolled and have his child enrolled, but he died; I, however, depended on the application that my father had made, or thought that he had made, through the lawyers he had employed as shown by his said petition.

That her said name appears in the said petition of her said father at her request, and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

That on the 18th day of October, 1912, she was duly and lawfully married to James Boyd, with whom she still lives.

CLYDE BOYD.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 20th day of February, 1916; I further certify that I read over the above petition to the affiant and that she stated that she was the identical person named therein and that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF JOELLA ACREY, IN SUPPORT OF THE PETITION OF JACKSON BARNETT FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Joella Acrey and shows that she is 26 years of age and that she lives 2 miles south from Muskogee, Okla., where she has lived for the last past month. That prior to that time her husband took her to Texas where they lived for one year, and all the rest of her life she has lived in the Choctaw and Chickasaw Nation.

That she is a Choctaw Indian by blood, by residence, and by recognition, as is shown by the petition of Jackson Barnett, her father, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to her relationship and residence and the relationship and residence of all the other parties named therein she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said father and mother she has always been taught were true; that she has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts, and that she believes them to be true and so charges the facts to be.

That she has been a recognized Choctaw citizen ever since she could remember as she grew up in the Choctaw Nation.

That on the 21st day of February, 1908, she was duly and lawfully married to Willie Acrey, with whom she still lives.

That she was compelled to depend on her parents for her enrollment during her minority, which was never done; that the roll was closed before she reached her majority; and although she was of sufficient age to have been enrolled and allotted, she has been omitted by her tribe and all other parties interested in her during her minority, and thus deprived of her share of the common property of her said tribe of Indians solely on account of her minority.

That her name appears in the said petition of her said father and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

JOELLA ACREY.

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 20th day of February, 1915; I further certify that I read over the above petition to the affiant and that she stated that she was the identical person named therein and that the same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF HENRY BARNETT IN SUPPORT OF THE PETITION OF JACKSON BARNETT FOR THE ENROLLMENT OF HIMSELF ET AL AS CHOCTAW INDIANS BY BLOOD.

Comes now Henry Barrett and shows that he is 25 years of age and that he lives at Hugo, Okla.

That he is a Choctaw Indian by birth, by blood, by descent, and by recognition, as is shown by the petition of Jackson Barnett, his father, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to her relationship and residence, and the relationship and residence he knows to be true of his own knowledge; that the matters and things therein contained with reference to the ancestors of his said father and mother he has always been taught were true; that he has also been told that they were true by reliable persons that were well acquainted with the parties and knew the facts; and that he believes them to be true and so charges the fact to be.

That he has been a recognized Choctaw citizen ever since he could remember, as he grew up in the Choctaw Nation on the home on the public domain that he helped his father to put in.

That during all the enrolling period of the Choctaw Nation since he was born he was a minor; that no one, not even his tribe or the United States, his supposed guardian, looked after his enrollment, although he was old enough to have been enrolled and allotted; that before he reached his majority the rolls were closed by law, and he has thus been deprived of his share of the common property of his tribe, and solely on account of his minority.

That his name appears in the said petition of his father at his request, and that he hereby ratifies and confirms the same and joins in the prayer thereto appended.

HENRY BARRETT.

STATE OF OKLAHOMA, *Muskogee Co.*, ss:

Subscribed and sworn to before me this the 20th day of February, 1915. I further certify that I read over the above petition to the affiant, and that he stated that he was the identical person named therein, and that the same was true.

[SEAL.]

JULIUS GOLDEN, *Notary Public.*

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF ARLINGTON BARRETT IN SUPPORT OF THE PETITION OF JACKSON BARNETT FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS BY BLOOD.

Comes now Arlington Barrett and shows that he is 23 years of age, and that he lives at Haskell, Okla., where he has lived for the last past three months and to which place he moved from the Chickasaw Nation.

That he is a Choctaw Indian by birth, by blood, by descent, by residence, and recognition, as is shown by the petition of Jackson Barrett, his father, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all of the other parties named therein, he knows to be true of his own knowledge; that the matters and things therein contained with reference to the ancestors of his said father and mother, he has always been taught were true; that he has also been told that they were true by reliable persons that were well acquainted with the parties and knew the facts, and that he believes them to be true, and so charges the fact to be.

That he has been a recognized Choctaw citizen ever since he could remember, as he was born and raised in the Choctaw and Chickasaw Nations. That he lived with his said father and helped him to clear up a home on the public domain where they all lived without molestation until after allotment.

That his name should appear on the approved roll as a Choctaw by blood, and the only reason that he knows that it does not is that he was a minor during all the years of enrollment since he was born and that the rolls were closed by operation of law against him during his minority; that the tribe nor the United States, the supposed guardian of the Choctaws, looked after him and neither did his parents, and on account of his minority he is deprived of his birthright.

That his name appears in the said petition of his father at his request and that he hereby ratifies and confirms the same and joins in the prayer thereto appended.

ARLINGTON BARRETT.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Arlington Barrett, being first duly sworn on oath, states: That he is the above-named Arlington Barrett; that he has read over the above and foregoing petition and that he knows the contents thereof, and that the matters and things therein contained are true.

ARLINGTON BARRETT.

Subscribed and sworn to before me this the 20th day of February, 1915. I further certify that I read over and fully explained the above petition to the affiant and that he knew the contents thereof and that he stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF WALTER BARRETT IN SUPPORT OF THE PETITION OF JACKSON BARRETT FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS BY BLOOD.

Comes now Walter Barrett and shows that he is 22 years of age and that he lives at Haskell, where he moved from the Chickasaw Nation two months ago.

That he is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of Jackson Barrett, his father, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all the other parties named therein he knows to be true of his own knowledge; that the matters and things therein contained with reference to the ancestors of his said father and mother he has always been taught were true; that he has also been told that they were true by reliable persons that were well acquainted with the parties and knew the facts; and that he believes them to be true and so charges the fact to be.

That he has been a recognized Choctaw citizen ever since he could remember, as he was born and raised up in the Choctaw Nation.

That he was a minor during all the years of enrollment since he was born, and that the roll was closed by law before he reached his majority and left him off, although he was of sufficient age to have been enrolled and allotted; thus he was deprived of his share of the common property of his tribe for the sole reason that he was a minor.

That his name appears in the said petition of his said father at his request, and that he hereby ratifies and confirms the same, and joins in the prayer thereto appended.

WALTER BARRETT.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 20th day of February, 1915; I further certify that I read over the above and foregoing petition to the affiant and that he stated that he was the identical party named therein and that the same was true.

[SEAL.]

JULIUS GOLDEN, *Notary Public*.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF FRANCIS GRAYSON, IN SUPPORT OF THE PETITION OF JACKSON BARNETT FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS BY BLOOD.

Comes now Francis Grayson and shows that she is 20 years of age and that she lives at Hugo, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition; as is shown by the petition of Jackson Barnett, her father, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof and that the matters and things therein contained with reference to her relationship and residence and the relationship and residence of all the other parties named therein, she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said father and mother, she has always been taught were true, and that she has also been told that they were true by reliable parties that were personally acquainted with the parties and knew the facts, and that she believes them to be true, and so charges the facts to be.

That she has been a recognized Choctaw citizen ever since she could remember, having been born and raised in the Choctaw Nation; that she lived with her said father on the public domain until same was allotted from him.

That the reason that she was not enrolled and allotted is that she was a minor during all the enrolling years since she was born and that no one looked after her interests, and that long before she reached her majority, the rolls were closed against her, although she was old enough to have been enrolled and allotted.

That her name appears in the said petition of her father with her consent and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

FRANCIS GRAYSON.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 29th day of February, 1915; I further certify that I read over the above petition to the affiant and that she knew the contents thereof and that she stated that she was the identical person named therein and that the same was true.

[SEAL.]

JULIUS GOLDEN, *Notary Public*.

My commission expires June 2, 1917.

AFFIDAVIT OF ALEX NAIL IN SUPPORT OF THE PETITION OF JACKSON BARRETT ET AL.,
AS CHOCTAW INDIANS.

Alex Nail, being first duly sworn, on oath states that he is 72 years of age, and that he lives at 1006 South Third Street, Muskogee, Okla.

That he knows the applicant and that he was well and personally acquainted with his mother, Frances Barrett; her father, old Billy Hunter; they were all full-blood Choctaws.

I also knew her brothers; one was named Silas Hunter, and the other one was Thomas Hunter, who ran for governor at the last election for chief of the Choctaw Nation. I think the oldest one was Nelson.

When I am at home I live in Atoka County, but am staying at Muskogee for the present.

I have met all the older children of the applicant, but I could not positively identify them if they were away from home. I do know that he has a large family and that they grew up in the southern part of the Choctaw Nation.

ALEX NAIL (his thumb print).

The name of Alex Nail was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN,
Witness to Mark.

STATE OF OKLAHOMA, *Muskogee County, ss:*

Subscribed and sworn to before me this the 20th day of February, 1915. I further certify that I read over and fully explained the contents of the above affidavit to the affiant, and that he knew the contents thereof, and that he stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

AFFIDAVIT OF W. M. JAMES IN SUPPORT OF THE PETITION OF JACKSON BARRETT
FOR THE ENROLLMENT OF HIMSELF AND FAMILY AS CHOCTAW INDIANS BY
BLOOD.

That he is well and personally acquainted with the applicant; that he first knew him at Boswell, Okla., about 20 years ago.

That he has always known that his mother was one of the Hunter family, and that he was well and personally acquainted with her brothers, Thomas Hunter, Silas Hunter, and the oldest one that died long time ago, Nelson Hunter; that were all Choctaw Indians, and that the said Thomas Hunter ran for governor at the last election that the Choctaws had.

That the applicant is now living at Haskell, Okla., where he moved a short time ago; that prior to that time I knew him in the Chickasaw Nation and first and most in the Choctaw Nation.

Affiant further stated that the applicant went to Texas and stayed for a while, but this was after 1900; that wherever I have known him he has always been recognized as a descendant of the Hunter family, his mother having been the sister of the above-named Hunters, and as a Choctaw citizen.

W. M. JAMES (his thumb print).

STATE OF OKLAHOMA,
Muskogee County, ss:

Subscribed and sworn to before me this the 13th day of March, 1915; I further certify that I read over the above and foregoing affidavit to the affiant, and that he knew the contents thereof, and that he stated that same was true, and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN, *Notary Public.*

My commission expires June 2, 1917.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re application of Jackson Barrett, for enrollment of himself, and others, as citizens by blood of the Choctaw Nation.

The foregoing petition was served upon me by Mr. Webster Ballinger, an attorney at law, of Washington, D. C., asking for the enrollment of Jackson Barrett, and others, as citizens by blood of the Choctaw Nation. The petition and accompanying affidavits are attached hereto, and precedes this statement.

The applicants admit that they are not residents of the Choctaw Nation. No effort is made by them to show that they ever made application for enrollment during the time the rolls were being made. The records of the Indian Office do not show that applications were made by or for any of the applicants within the time required by law.

Section 34 of the supplemental agreement between the United States and the Choctaw and Chickasaw people, approved by act of Congress July 1, 1902 (32 Stat., 641), provides as follows:

"* * * The application of no person whomsoever for enrollment shall be received after the expiration of said ninety days."

The 90 days referred to are 90 days after the ratification of the agreement by the Choctaw and Chickasaw people. The agreement was ratified September 25, 1902.

They do not show that they were bona fide residents of the Choctaw Nation on the 28th day of June, 1898. The law enacted on that date provides as follows:

"No person shall be enrolled who has not heretofore removed to, and in good faith settled in the nation in which he claims citizenship." (32 Stat., 641.)

It will be noted from the petition that the applicant claims that his mother died prior to final enrollment; that her uncle, Clayton Hunter, is a duly enrolled member of the Choctaw tribe of Indians, and that his name appears opposite roll No. 9374. An examination of the approved rolls shows that the name of Lou Pusley appears opposite roll No. 9374. There is, however, a Clayton W. Hunter enrolled as a citizen by blood of the Choctaw Nation opposite roll No. 9378, and according to said rolls he is at the present time about 24 years of age. If he is the uncle of the mother of Jackson Barrett, he has a great grand nephew older than himself, which may be possible but is very improbable.

The statement of the applicants in regard to their relationship to Clayton Hunter is so in conflict with the records that it should be disregarded entirely, but the attorneys for these petitioners procured affidavits from witnesses, by which affidavits they attempt to corroborate the fabrications regarding the relationship, which is set up in the petition.

Attached to the applicant's petition is an affidavit, signed by mark, of Alec Nail, who serves as a professional witness for Mr. Ballinger, and his associates, in enrollment matters. Alec Nail is a negro. His affidavit in support of the applicant's petition in this case is as follows:

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF JACKSON BARRETT ET AL.
AS CHOCTAW INDIANS.

Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that he lives at 1006 South Third Street, Muskogee, Okla.

That he knows the applicant and that he was well and personally acquainted with his mother, Frances Barrett; her father, old Billy Hunter; they were all full-blood Choctaws.

I also knew her brothers; one was named Silas Hunter and the other one was Thomas Hunter, who run for governor at the last election for chief of the Choctaw Nation; I think the oldest one was Nelson.

When I am at home I live in Atoka County, but am staying at Muskogee for the present.

I have met all the older children of the applicant, but I could not positively identify them if they were away from home. I do know that he has a large family and that they grew up in the southern part of the Choctaw Nation.

(Signed) ALEC NAIL (by mark).

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 20th day of February, 1915. I further certify that I read over and fully explained the contents of the above

affidavit to the affiant and that he knew the contents thereof, and that he stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

On the 31st day of July, 1915, Alec Nail was called upon to testify in regard to his knowledge of the facts in the above-entitled case before Mr. W. L. Bowie, an official of the Interior Department, and, after being first duly sworn, testified as follows:

Q. Did you make affidavit for Jackson Barrett for use in his application for enrollment?—A. Yes, sir.

Q. Did you know Jackson Barrett before you met him in Ballinger's office a short time ago?—A. Never seen him before.

Q. You told me you made an affidavit for Jackson Barrett in Ballinger's office.—A. Yes, sir; I swore I knew the Hunter family.

Q. That you knew the Hunter family?—A. Yes, sir; old Ben Hunter. This man claims that Ben Hunter's daughter was his mother. I didn't know her, but I knew Tommy and Charlie.

Q. Who did you say Jackson Barrett is?—A. He looks like a white man.

Q. Did he have any indications of negro blood?—A. No, sir; he is just a dark, red-headed white man.

Q. Does he claim to be a negro?—A. No, sir; Choctaw. He claims to be old Bennie Hunter's grandson.

Q. Does he associate with negroes?—A. I do not know. He does not stay around here.

Q. You say you never knew him until you met him in Muskogee a short time ago?—A. No, sir.

Q. Did you know his mother?—A. No, sir; I don't know his mother. This Choctaw woman might have been his mother as far as I know.

Q. You know nothing about it only what he claims?—A. No, sir.

Q. Do you know her name?—A. No, sir; it was Beckie, I think he said.

Q. Who did he claim was his father?—A. Well, his father must have been a white man as there was nothing said about him.

Q. Did you ever know a person named Billie Hunter?—A. That is the old man.

Q. Is he the person you called Benny Hunter?—A. Yes, sir; that is Billie Hunter. Yes, sir; Billie Hunter; but the Choctaws called him Benny Hunter.

Q. He is the person you thought was meant when Benny Hunter was mentioned. You mean Billy Hunter?—A. Yes, sir; and there was Silas and Tom Hunter.

Q. Who was Tom Hunter? Where does he live? Is he the person who was candidate for governor?—A. Yes, sir.

Q. Does he live at Hugo?—A. About Hugo, I guess.

Q. Are you acquainted with Tolliver Barrett?—A. No, sir.

Q. You do not know whether Tolliver was the father of Jackson Barrett?—A. No, sir; I don't. I don't know that at all.

Q. Did you know Clayton Hunter?—A. I knew a Charlie Hunter; there might have been a Clayton.

It needs no discussion to show the conflicts between the testimony of Alec Nail and his affidavit filed in support of the applicant's petition.

W. M. James, another professional witness used by Mr. Ballinger and his associates, made an affidavit in support of the applicant's petition. When called upon to testify in regard to the facts set forth in the affidavit he testified as follows:

Q. Are you acquainted with one Jackson Barrett?—A. No, sir; I am not acquainted with Jackson Barrett.

Q. You say that you are not acquainted with Jackson Barrett?—A. No, sir.

Q. Did you ever live at Boswell?—A. No, sir.

Q. Never did reside there?—A. No, sir.

Q. Have you ever been in Boswell?—A. I have.

Q. Every stay there any length of time?—A. No, sir; I used to go to Boswell while running over the country in the early days buying cattle for cattlemen.

Q. Are you acquainted with Thomas Hunter?—A. No, sir.

Q. With Silas Hunter?—A. No, sir.

Q. With Nelson Hunter?—A. No, sir.

Q. Were you ever acquainted with Toliver Barrett?—A. No, sir.

Q. With Francis Hunter?—A. No, sir.

Q. Did you ever know Billy Hunter?—A. No, sir.

Q. You never knew any of the Choctaws?—A. No, sir; was not very well acquainted with them.

Q. Did you know any of the Choctaw freedmen?—A. No, sir; none of the Choctaws and Chickasaws; but I knew the Creeks and Cherokees. I drove a mail hack all through here.

Q. I will read you an affidavit purporting to have been made by you and bearing your thumb print, acknowledged to before Julius Golden, notary public of Muskogee County, Okla., under date of March 13, 1915; filed by Mr. Webster Ballinger with the application for the enrollment of Jackson Barrett et al., as citizens by blood of the Choctaw Nation, which is as follows:

"That he is well and personally acquainted with the applicant; that he first knew him at Boswell, Okla., about 20 years ago.

"That he has always known that his mother was one of the Hunter family, and that he was well and personally acquainted with her brothers, Thomas Hunter, Silas Hunter, and the oldest one that died long time ago, Nelson Hunter; that were all Choctaw Indians and that the said Thomas Hunter run for governor at the last election that the Choctaws had.

"That the applicant is now living at Haskell, Okla., where he moved a short time ago; that prior to that time I knew him in the Chickasaw Nation and first and most in the Choctaw Nation.

"Affiant further states that the applicant went to Texas and stayed for a while, but this was after 1900; that wherever I have known him he has always been recognized as a descendant of the Hunter family, his mother having been the sister of the above Hunters, and as a Choctaw citizen.

(Signed) "W. M. JAMES (by thumb mark)."

Q. Did you make this affidavit?—A. I don't think I did that, * * * for a Choctaw.

Q. You deny that you ever made such an affidavit?—A. Yes, sir; for a Choctaw.

Q. You do not know the Jackson Barrett named in this application?—A. No, sir; I don't know nothing at all about that, for I was not acquainted with that Choctaw family at all.

Q. You are not acquainted with that Choctaw family at all?—A. None of the Choctaw families at all.

Q. You do not know any of the members of the Hunter family named in this petition?—A. No, sir.

Q. You do not know the applicant or any of his ancestors?—A. No, sir.

Q. His father, mother, sisters, or brothers?—A. No, sir.

Q. Are you acquainted with Julius Golden, who executed this affidavit?—A. Yes, sir.

I had not examined this case to any great extent until I found that the Thomas Hunter referred to in the affidavits made by Mr. Ballinger's two professional witnesses in support of his contentions in this case was the Hon. Thomas W. Hunter, of Hugo, Okla., who has for many years been prominent in Choctaw politics, and is at the present time a member of the house of representatives of the State of Oklahoma.

It should be noted that the affidavits state that the mother of the applicant, Jackson Barrett, was a sister of Thomas W. Hunter and Silas Hunter and the oldest one, Nelson Hunter, who is dead. They also attempt to show that the name of the father of Thomas W. Hunter was Billie Hunter. I wrote a letter to Hon. Thomas W. Hunter and set forth the facts and asked him to please advise me if these applicants were relatives of his; and if so, what relation.

On July 23, 1915, I received the following letter from Hon. Thomas W. Hunter:

HOUSE OF REPRESENTATIVES,
STATE OF OKLAHOMA.
FOURTH LEGISLATURE,
Hugo, Okla., July 23, 1915.

Hon. PAT J. HURLEY,
Choctaw National Attorney, Tulsa, Okla.

DEAR PAT: I have just read your favor of the 22d instant, inclosing affidavits of Alec. Nail and W. M. James (copies) in support of the application of Jackson

Barrett for enrollment of himself as a Choctaw Indian. I have read the affidavits with a great deal of amusement. They have their cards mixed. In fact, this same bunch tried to be enrolled at Tushkahoma many years ago upon the claim that they were near relatives of myself. That Billy Hunter was a brother to my father. Where they fell down was that my father's real name was not Hunter.

His true name was Bina Ahantubby, and it being hard to pronounce by the English-speaking people he was called Bennie Hunter, for short; you notice the similarity of the names. I had no sister who was the mother of Jackson Barrett. I am 46 years of age and have never heard of Jackson Barrett. I know the bunch that claim to be Choctaws through an old man by the name of Billy Hunter. I have seen Billy Hunter. About 30 years ago he came to see my father and claimed to be a brother, and my father told him in my presence that it was not so. Billy and his bunch afterwards came near getting by the citizenship committee of the Choctaw Council. The committee sent for me, and got my testimony. They failed of enrollment. My father was a full-blood Choctaw Indian and could speak but a little English. He had one brother—the only one that ever came to the Choctaw Nation from Mississippi with my father. His name was Pisachabe, also a full-blood Choctaw. If all other claimants for citizenship are as fictitious as this one is, they can't get by. There is nothing to the claim of Jackson Barrett, if he depends upon getting by as stated. I am very glad that you taken this matter up with me. In case there is anything else I can do, I should be pleased to be advised. In the meantime I beg to be, as ever,

Very respectfully,

T. W. HUNTER.

After having received this letter and after having continued the investigation of the case for some time I found that the applicants insisted that Jackson Barrett was the son of Francis Hunter, who was a sister of Hon. Thomas W. Hunter. As shown by the above letter, Thomas W. Hunter had stated, "I had no sister who was the mother of Jackson Barrett."

I again wrote Mr. Hunter, telling him that while his letter was very definite to the effect that Jackson Barrett was not related to him, I wanted him to state positively whether he had ever had a sister named Francis Hunter. On November 8, 1915, I received from him the following letter:

HUGO, OKLA., November 8, 1915.

HON. PAT J. HURLEY,

Attorney for Choctaws, Muskogee, Okla.

DEAR MR. HURLEY: I have your letter of the 5th instant, making further inquiry relative to the application for citizenship by Jackson Barrett on the statement that he was the son of Frances Barrett, née Hunter. I wish to state that I have never had a sister by the name of Frances Hunter. I had two half sisters—Enice and Agnes—who died a great many years ago. I have two married grown sisters living and one that died in infancy. I had never heard of Jackson Barrett until you wrote me some time ago.

Yours, truly,

T. W. HUNTER.

These letters, together with the testimony of W. L. James and Alec Nail, the professional witnesses used by Mr. Ballinger and his associates in these matters, seem to show conclusively that these applicants are not entitled to enrollment as citizens of the Choctaw Nation; they are not possessed of Choctaw Indian blood; they are imposters.

If they were possessed of Indian blood, they do not reside in the Choctaw Nation and did not make application for enrollment within the time prescribed by law.

I have not attempted to procure the testimony of the applicants, for the reason that to do so would consume unnecessary time and cause the Choctaw Nation unnecessary expense.

The examination of the professional witnesses used by Mr. Ballinger and his associates, together with the communications from Hon. Thomas W. Hunter, are sufficient to show that the statements contained in the petition of the applicant and the affidavits submitted in support thereof are false.

The alleged relationship between these people and the Hunter family does not exist. The person through whom they claim relationship to the Hunter family

has never existed. There was no such person as "Francis Hunter," sister of Thomas W. Hunter.

P. J. HURLEY,
National Attorney for the Choctaw Nation.

CASE NO. 3 B.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re petition of Mary Ross, née Dunn, née Fulson, for enrollment of herself and Teddy Dunn, her minor son, as citizens by blood of the Choctaw Nation.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
FIVE CIVILIZED TRIBES,
Muskogee, Okla., November 3, 1915.

POSTMASTER, *Haskell, Okla.*

SIR: Desiring to personally interview Mary Ross, said to be the wife of one Linnon Ross, in an official matter, I would thank you to promptly inform me, by indorsement hereon and under cover of the inclosed envelope, whether she resides within the delivery of your office; and, if so, whether in town or at what distance and in what direction in the country. If she does not reside within your delivery, any information you may furnish with respect to present post-office address and nearest town or railway station will be appreciated.

Very respectfully,

WM. L. BOWIE,
*Of Special Investigation Service,
Office of Superintendent for the Five Civilized Tribes.*

Mary Ross lives in the town of Haskell, Okla. She can be found most any time. She runs a restaurant there. Is this person white, Indian, or colored? Negro.

T. J. WAY,
Postmaster Haskell, Okla.

PETITION OF MARY ROSS, NEE DUN, NEE FULSON, FOR THE ENROLLMENT OF HERSELF AND CHILD AS CHOCTAW INDIANS BY BLOOD.

Comes Mary Ross, nee Dun, nee Fulson, and shows: That she is 29 years of age and that she lives at Haskell, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence; that she is the daughter of William Fulson, who died many years ago, and who was a Choctaw Indian and was sometimes called a full blood, but I was always informed that he had some white blood in him.

That her mother was Fannie Fulson, who also died prior to final enrollment; that she died the year that old Oklahoma was opened, 1889; that she was a three-quarters Choctaw Indian.

That applicant was born and grew to be a good-sized girl near Atoka, then her mother took her to Oklahoma City, where she died; that applicant lived in Oklahoma City then five years and has since lived either in the Chickasaw or Choctaw Nation, and this has been the last past 19 years.

That on the 6th day of July, 1900, she was duly and lawfully married to Ed Dun, deceased; that there was born to this union one child, Teddy Dun, born July 6, 1905, and is still living and lives with applicant at above-stated place of residence.

That on the 26th day of September, 1909, she was duly and lawfully married to Lennon Ross, a noncitizen.

That she has lived at Haskell for the last past two years; that prior to that time I was at Durant, at Caddo, and different places, and was out at different periods following my profession at different places, but never for more than six months at any one time.

That during years 1890-1899 she was most of the time in Ada, in the Chickasaw Nation; the rest of the time she was in Stringtown and other places, wherever she could get the best wages, being a single girl till 1900.

That the reason that I have never been enrolled was that during the enrolling period she was a minor and an orphan; that the roll was closed when she first became of age, and she went to Ballenger and Lee, attorneys, at Ardmore, and was informed that the roll was closed.

Wherefore petitioner prays that her name and the name of her said child, Teddy Dun, her present name being Mary Ross, be placed on the roll of Choctaw Indians by blood, and that to them and to each of them be given their distributive share of the common property of the Choctaw Tribe of Indians the same as is given to all other such Indians so enrolled.

Emmerson Fulson, Dr. Fulson, Julius Fulson, et al., are the brothers of my father; are all enrolled.

MARY ROSS.

STATE OF OKLAHOMA, *Muskegee County, ss.*

Mary Ross, being first duly sworn, on oath states that she is the above-named Mary Ross; that she has read over the above and foregoing petition and knows the contents thereof; and that the matters and things therein contained are true.

MARY ROSS.

Subscribed and sworn to before me this the 9th day of March, 1915. I further certify that I read over the above petition to the affiant, and that she knew the contents thereof, and that she stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

AFFIDAVIT OF W. M. JAMES IN SUPPORT OF THE PETITION OF MARY ROSS FOR THE ENROLLMENT OF HERSELF AND CHILD AS A CHOCTAW INDIAN BY BLOOD.

W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Beeland, Okla.

That he knows the applicant and knows where she was born; and that he has been to the house and eat there with them—this was near where Atoka is now; affiant further states that he knew her until her mother took her away to Oklahoma City—that was after her father died and when she was a girl; I also knew her father, William Fulson, and was well acquainted also with his brother Dr. Fulson. I knew of other brothers that he had, and know that all of them were Choctaw Indians and were so considered—and considered as full bloods by most of the people.

Her mother, Fannie Fulson, lived with her said father, William Fulson, until he died.

I bought cattle from both William Fulson and the Dr. Fulson.

Affiant further states that he also knew the applicant when she lived in Oklahoma City with her said mother; that her mother run a boarding house there.

I have not known her since, until she moved to Haskell, Okla.

W. M. JAMES (his thumb print).

The name W. M. James was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN (Witness to mark).

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 9th day of March, 1915; I further certify that I read over and fully explained the contents of the above affidavit to the affiant; and that he knew the contents thereof; and that he stated that same was true; and that he is the above-named affiant.

[SEAL.]

JULIUS GOLDEN, Notary Public.

My commission expires June 2, 1917.

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF MARY ROSS FOR THE ENROLLMENT OF HERSELF AND CHILD AS CHOCTAW INDIANS BY BLOOD.

Alec Nail being first duly sworn, on oath states that he is 72 years of age and that he lives near Boggy Depot, Okla.

That he knows the applicant, Mary Ross; her maiden name was Mary Fulson; she was the daughter of William Fulson, who was mostly considered a full-blood Choctaw, but may have had some white blood; that her mother was Fannie Fulson, and she was a mixed blood, about three-fourths Choctaw.

Affiant further states that he knows where the applicant was born, and that it was in old Atoka, near the toll bridge on old lady Flax's place; that she lived there until she was a good-sized girl, and then her mother took her to Oklahoma City.

I lost track of her, then, for a good many years, and was talking and inquiring about her last fall to Julius Fulson, at Atoka; he stated that her mother had died and that she was just left to go it alone, and that she was somewhere, and he had also lost her.

I have been staying in Muskogee for some time and have met her and now know that she lives at Haskell, and she tells me that she has lived there for the last past two years.

The other places she has lived she has told me about, and I know the places but can't say how long she lived at any of them, only what she tells me.

I know nothing of her child, only what she tells me.

Affiant further states that he was well and personally acquainted with the Fulson family, to which the father of the applicant belonged, and that said father of the applicant had about 7 or 8 brothers and they were all enrolled Choctaws that lived long to be enrolled; that the names of the ones that I know best and remember were Emerson Fulson, Dr. Fulson, Julius Fulson that were finally enrolled. William died a long time ago.

ALEC (his thumb print) NAIL.

The name of Alec Nail was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN (witness to name).

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this 9th day of March, 1915; I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that the same was true and that he was the identical person named as affiant in the above affidavit.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re petition of Mary Ross, nee Dunn, nee Fulson, for enrollment of herself and Teddy Dunn, her minor son, as citizens by blood of the Choctaw Nation.

The foregoing petition was served upon me by Webster Ballinger, an attorney at law of Washington, D. C. The petitioner, Mary Ross, claims right to enrollment for herself and her minor son, Teddy Dunn, as citizens by blood of the Choctaw Nation. The applicant claims that she is the daughter of William Fulson and that William Fulson was a brother of Dr. I. W. Fulson, Julius Fulson, and Emerson Fulson. The Fulson family is one of the most prominent families in the Choctaw Nation. The applicant in this case is a negro. The testimony of the applicant was taken on the 23d day of November, 1915. A complete copy of her testimony is attached hereto. Attention is called to the fact that the applicant does not know whether her father's name was William Fulson or not. She states that her father was killed before she was born; that she believes that her mother was married to her father but does not know whether she was or not. The applicant is not a creditable witness. During the time she was on the stand in this case she made a number of statements about her relatives and the places where she had lived that are entirely at variance with each other. From her testimony, however, it appears that while she may have at one time resided at Atoka, in the Choctaw Nation, she was not a resident of that nation on June 28, 1898, and under the law would therefore be not entitled to enrollment, even if the allegations of her petition in regard to her Indian blood were correct. The act of Congress approved June 28, 1898, by which act the "Atoka agreement" between the United States and the Choctaw and Chickasaw Nations was approved (30 Stat., 495), provides as follows:

"No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship."

Mary Ross did not make application for enrollment within the time required by law. The supplemental agreement between the Choctaw and Chickasaw Nations and the United States, approved by act of Congress July 1, 1902, provides, in part, as follows (32 Stat., 641):

"* * * the application of no person whomsoever for enrollment shall be received after the expiration of the said 90 days * * *."

The 90 days referred to are 90 days after the ratification of the supplemental agreement. The supplemental agreement was ratified on the 25th day of September, 1902. This applicant did not make application for enrollment within the required time. The application now before us was executed by Mary Ross before Julius Golden, a notary public, on the 2d day of March, 1915, and in regard to the making of this application, Mary Ross testified as follows:

Q. Were you led to believe they were enrolling people?—A. I asked, and they said they were.

Q. They were enrolling people?—A. Yes, sir; I asked for Ballinger, and Lee was gone, and Ballinger was in Washington, D. C., and they were hired by the Interior, but this man that was doing this writing, he told me he was hired and was getting a salary to enroll people and this colored man.

Q. Did this man tell you he was hired by the Secretary of the Interior?—A. Yes, sir; his duty was to enroll applicants.

Q. Did he tell you whether or not he could take any fees for his service?—A. He wouldn't take a penny; was being paid by the Government.

Q. Who was the colored man?—A. Nelson Durant. That is the man I gave the money to.

Q. What money?—A. The \$5.

Q. How much did he ask for?—A. \$25.

Q. What was the reason?—A. He was charging—I asked him how come him to charge, and he said, "These witnesses." I wouldn't pay him a cent, so I says. I went back and stalled him. I had the money, but I stalled him. I said after these witnesses, I know her and says there is no use in paying that fellow anything if he won't take the time up with you and find your people. Don't you pay him a penny. So I studied and says that might be I am losing out and I couldn't speak to the white gentlemen. He wouldn't let me in the little room and you go out by the desk and so I talked to him and didn't know what to do and I made up my mind if he would take \$5 and promise him the other \$15 and I never did send the \$15 to him.

I have quoted this part of the testimony only to indicate the nature of the institution being conducted by Mr. Ballinger and his associates at Muskogee through which these ignorant and gullible negroes are separated from their money. I am sure that no one could hear the facts in the case as set forth by this applicant and entertain any hope to secure her enrollment as a citizen by blood of the Choctaw Nation. Yet this firm of attorneys not only took her petition and allowed her to be swindled by a negro in their employment, but also procured the affidavits of two negroes who have served this firm of attorneys as professional witnesses. These affidavits thus secured were for the purpose of corroborating the false statements contained in the petition of Mary Ross.

In the first place, Dr. I. W. Fulson, Julius Fulson, and Emerson Fulson never had a brother by the name of William Fulson, as stated in the petition of this applicant. I am setting forth in full the testimony of William Fulson, a son of Dr. Fulson. This testimony was taken on November 22, 1915, and is in full as follows:

Q. State your name.—A. William W. Fulson.

Q. Where do you reside?—A. Muskogee, Okla.

Q. Are you a member of the Choctaw Tribe of Indians?—A. I am.

Q. Where were you born?—A. Atoka, Okla.

Q. What was your father's name?—A. I. W. Fulson.

Q. What was your father's profession?—A. Physician and surgeon.

Q. Did your father have any brothers?—A. Yes, sir.

Q. Name your father's brothers.—A. A. E. Fulson, Julius Fulson, F. E. Fulson, and Theodore Fulson, who died about 25 or 30 years ago.

Q. Mary Ross, who claims she is 29 years of age and a daughter of William Fulson, states that William Fulson was a brother of Emerson Fulson, Dr. Fulson, and Julius Fulson. Do you know whether or not your father had a brother named William Fulson?—A. He did not; no, sir.

Q. Your father's brother referred to in your statement as A. E. Fulsom is Emerson Fulsom?—A. Yes, sir.

Q. Attached to an application made by Mary Ross for the enrollment of herself and child as a citizen by blood of the Choctaw Nation is a petition made by W. M. James. Among other statements, James alleges, "I also knew her father, William Fulsom, and was well acquainted with his brother, Dr. Fulsom. I knew the other brothers that he had, and know that all of them were Choctaw Indians and were considered as full-blood among the people." Is that statement true or untrue?—A. It is untrue. My father had no brother named William Fulsom, and the statement that they were considered as full-bloods is not true. They were considered half-blood Indians, and were in fact.

Q. The affidavit purporting to have been made by Alec Nail, attached to the petition of Mary Ross, and is in part as follows:

"Affiant further states that he is well and personally acquainted with the Fulsom family, to which the father of the applicant belongs, and that the said father of the applicant had seven or eight brothers, and that they were all enrolled as Choctaws that lived long enough to be enrolled; that the names of the ones he knows best and remembers were Emerson Fulsom, Dr. Fulsom that were finally enrolled. William died a long time ago." Did your father have seven or eight brothers?—A. No, sir; he had only four brothers.

Q. And those four are the ones you have heretofore named in this testimony?—A. Yes, sir.

Q. Your father had no brother named William?—A. No, sir.

Q. Do you know anything about the applicant, Mary Ross?—A. No, sir; I never heard of her before.

Q. You were well acquainted with all of the members of your father's family?—A. Yes, sir.

Q. Your uncles and aunts, except the one who died about the time you were born?—A. Yes, sir.

Q. How old are you now?—A. I am 38.

Q. Where did your father reside during his lifetime?—A. He was born near Durant, at Old Carriage Point, and he lived at Atoka for many years and then moved from Atoka to Oklahoma City, and was there for about three years, and then moved to Ardmore, where he lived until he died, three years ago.

Q. Was there another Dr. Fulsom besides your father?—A. I never heard of one.

Q. You are well acquainted with all of the Fulsoms in the Choctaw Nation?—A. Yes, sir.

Q. And you never heard of a Dr. Fulsom besides your father?—A. No, sir.

It would be unnecessary for us to go further to show that this claim is fraudulent, as no such person ever existed as the man whom this negro claimed was her father; but the firm of attorneys who prepared this case do not hesitate to produce affidavits of their professional witnesses to corroborate the false and fraudulent statements contained in the petition of the applicant.

W. M. James, one of Ballinger, Lindley & Rodkeys's professional witnesses, whose affidavit is attached to many of the petitions which they have submitted in citizenship cases, and who is now serving a term in the State penitentiary at McAlester, Okla., testified in this case before an officer of the Interior Department on July 30, 1915, as follows:

Q. Are you acquainted with Mary Ross?—A. Yes, sir; she lives at Haskell.

Q. Do you know who her father was?—A. No, sir; this is another one of Nails; I don't know anything about her.

Q. Did you see her down here?—A. Yes, sir; seen her after she made affidavit.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on March 9, 1915, filed by Mr. Webster Ballinger with the petition of Mary Ross for enrollment of herself and child as Indians by blood of the Choctaw Nation:

"W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Beeland, Okla.

"That he knows the applicant and knows where she was born, and that he has been to the house and eat there with them; this was near where Atoka is now; affiant further states that he knew her until her mother took her away to Oklahoma City; that was after her father died and when she was a girl.

"I also knew her father, William Fulsom, and was well acquainted also with his brother, Dr. Fulsom.

"I knew of other brothers that he had and know that all of them were Choctaw Indians, and were so considered, and considered as full bloods by most of the people.

"Her mother, Fannie Fulson, lived with her said father, William Fulson, until he died.

"I bought cattle from both William Fulson and Dr. Fulson.

"Affiant further states that he also knew the applicant when she lived in Oklahoma City with her said mother. That her mother ran a boarding house there.

"I have not known her since until she moved to Haskell, Okla.

(Signed) "W. M. JAMES (his thumb mark)."

Q. What do you know about this affidavit?—A. I bought cattle from those people.

Q. Did you make this affidavit?—A. I make this affidavit just like Nail. I know the people who are called there.

Q. Did Golden read the affidavit to you?—A. Yes, sir.

Q. You took Alec Nail's statement for all of this?—A. Yes, sir.

Q. You do not know her father or mother?—A. No, sir; only those men for whom I bought cattle for in the Choctaw Nation.

Q. You do not know whether she is a Choctaw or not?—A. No, sir.

Q. Alec Nail got you to do this?—A. Yes, sir.

Q. Were you paid anything?—A. No, sir.

Q. What did Alec promise you?—A. He said they would pay. She said if they got through, each would get \$25. Nail said this, I never spoke to her about it at all.

All of this testimony is entirely in conflict with the statements made by the applicant when she testified in this case, as well as in conflict with the allegations and the affidavit made by William James. It will be noted that William James says now that he didn't know the applicant and took the word of Alec Nail for all that he swore to; that he didn't know any of the facts that he swore to of his own knowledge, but Alec Nail, who is another one of Ballinger, Lindly, and Rodkey's professional witnesses and is a negro, who signs by mark, was called upon to testify in this case before an officer of the Department of the Interior on July 1, 1915, and his testimony is as follows:

Q. Are you acquainted with Mary Ross?—A. No, sir.

Q. You do not know a Mary Ross?—A. No, sir.

I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on March 9, 1915, filed by Mr. Webster Ballinger with the petition for the enrollment of Mary Ross and her child as citizens by blood of the Choctaw Nation:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that he lives near Boggy Depot, Okla.

"That he knows the applicant, Mary Ross; her maiden name was Mary Fulson; she was the daughter of William Fulson, who was mostly considered a full-blood Choctaw but may have had some white blood; that her mother was Fannie Fulson and she was a mixed blood, about three-fourths Choctaw.

"Affiant further states that he knows where the applicant was born and that it was in Old Atoka near the toll bridge on Old Lady Flax's, a place that she lived there until she was a good-sized girl and then her mother took her to Oklahoma City.

"I lost track of her then for a good many years and was talking and inquiring about her last fall to Julius Fulson, at Atoka; he stated that her mother died, and that she was just left to go it alone; and that she was somewhere, and he had also lost her.

"I have been staying in Muskogee for some time and have met her and now know that she lives at Haskell, and she tells me that she has lived there for the last past two years.

"The other places she has lived she has told me about, and I know the places but can't say how long she lived at any of them, only what she tells me.

"I know nothing of her child, only what she tells me.

"Affiant further states that he was and is personally acquainted with the Fulson family to which the father of the applicant belonged, and that the said father of the applicant had about seven or eight brothers, and that they were all

enrolled Choctaws that lived long to be enrolled; that the names of the ones I know best and remember were Emereson Fulsom, Julius Fulsom, and Dr. Fulsom, that were finally enrolled. William died a long time ago.

(Signed) "ALEC NAIL (his thumb mark)."

Q. Did you make this affidavit?—A. No; not all of that. I know the woman that they are talking about that claimed William Fulsom was her father; that is about all I know.

Q. You made this affidavit that—A. She claimed that William Fulsom was her father. I know him, and that is all I know, and what I told them. I don't know her.

Q. You did not know this woman who represented herself to be Mary Ross?—A. No, sir.

Q. Had you ever seen her?—A. Not to my knowledge.

Q. You knew nothing about her parentage?—A. No, sir; only what she claimed. I knew William Fulsom.

Q. You say that she claimed to be the daughter of William Fulsom?—A. Yes, sir.

Q. What William Fulsom; where did he live?—A. I don't know where he lived up to his death. I don't know only where Julius is living.

Q. Did William have any brothers?—A. Yes, sir.

Q. Name them.—A. A. Rufus.

Q. Where did he live when you knew him?—A. They lived down on Blue.

Q. What direction from Durant?—A. East.

Q. How far from Caddo?—A. Well, I don't know, sir; I don't know exactly how far.

Q. Was William Fulsom married?—A. I don't know that.

Q. How old a man was he?—A. If he had lived, he would have been as old as I am, I reckon.

Q. When did you know him?—A. In my boyhood days.

Q. How long has he been dead?—A. I don't know now; I don't know when he died or where he died, or whether he is dead at all.

Q. Do you know whether he had any children?—A. I don't know.

Q. You do not know when he died?—A. No, sir; no, sir.

Q. You say that you do not know whether he was married or not?—A. No, sir; I am certain of one thing, and that is if he was married at all it was not to Mary Ross's mother, for Mary is colored.

Q. What is this woman's color?—A. Just a shade darker than I am.

Q. Just a shade darker than you are?—A. Yes, sir.

Q. You are what they call—A. A dark bay.

Q. What did you get for making this affidavit for Mary Ross?—A. I don't know whether \$1 or \$1.50.

Q. Was the affidavit read over to you?—A. Everyone that my thumb is on was read over. They said they read them over, but from what you said there they did not read that.

Q. Would you have signed an affidavit testifying that you knew this family and that you knew her family and mother?—A. No, sir; because I don't know the family or the mother, but only the man she claimed was her father; but am not positive he was or not.

P. J. HURLEY,
Attorney for the Choctaw Nation.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT OF THE FIVE CIVILIZED TRIBES,
Muskogee, Okla., November 22, 1915.

In the matter of the application for the enrollment of Mary Ross, née Dunn, née Fulsom, and her son, Teddy Dunn, as citizens by blood of the Choctaw Nation.

William W. Folsom, being first duly sworn, on oath testifies as follows:

Examination by P. J. HURLEY, attorney for the Choctaw Nation:

Q. State your name?—A. William W. Folsom.

Q. Where do you reside?—A. Muskogee, Okla.

Q. Are you a member of the Choctaw Tribe of Indians?—A. I am.

Q. Where were you born?—A. Atoka, Okla.

Q. What was your father's name?—A. I. W. Folsom.

Q. What was your father's profession?—A. Physician and surgeon.

Q. Did your father have any brothers?—A. Yes, sir.

Q. Name your father's brothers.—A. A. E. Folsom, Julius Folsom, F. E. Folsom, and Theodore Folsom, who died about 25 or 30 years ago.

Q. Mary Ross, who claims she is 29 years of age, and a daughter of William Fulson, states that William Fulson was a brother of Emerson Fulson, Dr. Fulson, and Julius Fulson. Do you know whether or not your father had a brother named William Fulson?—A. He did not; no, sir.

Q. Your father's brother, referred to in your statement as A. E. Folsom, is Emerson Folsom?—A. Yes, sir.

Q. Attached to an application made by Mary Ross for the enrollment of herself and child as a citizen by blood of the Choctaw Nation is a petition made by W. M. James. Among other statements James alleges: "I also knew her father, William Fulson, and was well acquainted with his brother, Dr. Folsom. I knew the other brothers that he had, and know that all of them were Choctaw Indians, and were considered as full-blood among the people." Is that statement true or untrue?—A. It is untrue. My father had no brother named William Folsom, and the statement they were considered as full-bloods is not true; they were considered half-blood Indians and were, in fact.

Q. The affidavit purporting to have been made by Alec Nail, attached to the petition of Mary Fulson, and is in part as follows:

"Affiant further states that he is well and personally acquainted with the Fulson family, to which the father of the applicant belongs, and that the said father of the applicant had seven or eight brothers, and that they were all enrolled as Choctaws that lived long enough to be enrolled; that the names of the ones he knows best and remembers were Emerson Fulson, Dr. Fulson, that were finally enrolled. William died a long time ago."

Q. Did your father have seven or eight brothers?—A. No, sir; he only had four brothers.

Q. And those four are the ones you have heretofore named in this testimony?—A. Yes, sir.

Q. Your father had no brother named William?—A. No, sir.

Q. Do you know anything about the applicant, Mary Ross?—A. No, sir; I never heard of her before.

Q. You were well acquainted with all of the members of your father's family?—A. Yes, sir.

Q. Your uncles and aunts, except the one who died about the time you were born?—A. Yes, sir.

Q. How old are you now?—A. I am 38.

Q. Where did your father reside during his lifetime?—A. He was born near Durant, at Old Carriage Point, and he lived at Atoka for many years, and then moved from Atoka to Oklahoma City and was there for about three years, and then moved to Ardmore, where he lived until he died three years ago.

Q. Was there another Dr. Folsom besides your father?—A. I never heard of one.

Q. You are well acquainted with all of the Fulsoms in the Choctaw Nation?—A. Yes, sir.

Q. And you never heard of a Dr. Folsom besides your father?—A. No, sir.

Witness excused.

Lee G. Grubbs, being first duly sworn, on oath states that he reported the above case on November 22, 1915, and that the foregoing is a true and correct transcript of his stenographic notes thereof.

LEE G. GRUBBS.

Subscribed and sworn to before me on this the 23d day of November, 1915.

[SEAL.]

EDWARD MERRICK, *Notary Public*.

My commission expires March 17, 1919.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Muskogee, Okla., November 23, 1915.

In the matter of the application for the enrollment of Mary Ross, née Dunn, née Fulson, as a citizen by blood of the Choctaw Nation.

Mary Ross, née Dunn, née Fulson, being first duly sworn, on oath testifies as follows:

Examination by P. J. HURLEY, attorney for the Choctaw Nation:

Q. State your name.—A. My name now Mary Ross.

Q. Where do you live?—A. In Haskell; in business at Haskell.

Q. Do you live in town?—A. Yes, sir.

Q. How long have you lived in Haskell?—A. Nearly two years.

Q. How old are you?—A. As far as I can tell you, you can count it up. I was 6 years old when old Oklahoma was opened up.

Q. That was in April 22, 1889?—A. Yes, sir.

Q. You would be about 30 years old, wouldn't you?—A. Yes, sir.

Q. Where were you born?—A. I was born in Atoka, in the Choctaw Nation—that is what my mother said.

Q. In the town of Atoka?—A. Out in the country.

Q. Which way from Atoka?—A. You know where the toll bridge—cross the toll bridge—don't know whether it is north or west—north of Atoka.

Q. Who was your mother?—A. Eliza Folsom; her real name is Flax, I think Eliza Flax.

Q. She was married to a Folsom?—A. Yes, sir.

Q. What was her husband's first name?—A. William Folsom was what she told me.

Q. Do you know anything about who William Folsom was?—A. I never saw my father; he got killed.

Q. Where was he killed?—A. He was killed, I think she told me in Denizen.

Q. How was he killed?—A. He was shot; he was drunk and got killed.

Q. Who shot him?—A. A man by the name of Tom Wilson, as far as I can remember; she always told me that Tom Wilson was a white man. He lived three days after he was shot.

Q. Was your father an Indian?—A. That is what she said.

Q. Do you know who his relatives were?—A. All the world that I know, she has always told me the Folsoms and Colberts.

Q. You have stated in your petition that Amison, Julius, and Dr. I. W. Folsom were brothers of your father?—A. That is what the old people say, they were uncles; that is what I have been told, Amison and Dr. Folsom. He used to tell me that.

Q. Dr. Israel Folsom?—A. Yes, sir; he run a drug store in Atoka after he killed Johnny Hawkins.

Q. Did he tell you that you were a relative of his?—A. Yes, sir; he helped me out.

Q. Where is he now?—A. He died in Ardmore last year.

Q. Did he tell you that your father was his brother William?—A. Yes, sir.

Q. When did he tell you that?—A. He has always told me that.

Q. Do you know of any of Dr. Folsom's people besides the doctor?—A. I know them if I would see them. I don't really know their names.

Q. Do you know his daughter who married Mitchell Bond at Oklahoma City?—A. No, sir.

Q. Did you ever see her?—A. No, sir.

Q. Did you see his son?—A. He had two boys last time I seen them—I think it was Ardmore, and I was in Ardmore; went to see this very man—this Ballinger, Lindley, and Rodkey, but couldn't find them, so I went and met him, and he told me now if the rolls are not open, when the rolls open I will help you to get on.

Q. You don't know any of his sons?—A. I haven't seen them since they got grown.

Q. When did you make that agreement with Ballinger and Lindley and Rodkey in regard to your citizenship application?—A. I have letters that I could bring with me; it has been with this man five years. I was in Oklahoma City, and went before the notary public, and swore, and them—this man—sent it from Oklahoma City to Ardmore. I sent him \$2 from Oklahoma City. I worked on 6½ Broadway.

Q. How long has it been since you lived in the Choctaw Nation?—A. I stayed there at different places.

Q. Where, Caddo?—A. I lived at Atoka.

Q. Have you lived there since you left?—A. I worked in Atoka.

Q. When did you live there?—A. I stayed in Ada nearly a year.

Q. After you left Atoka?—A. I came from the Choctaw Nation.

Q. After you left Atoka to go to Oklahoma City, how long did you stay in Oklahoma then?—A. We stayed there until I was a good-sized girl; I don't know just how long. I carried her where I could get the best wages.

Q. Did you live there five or six years?—A. I lived in Oklahoma City for two years at one place.

Q. When you went there first with your mother?—A. I lived there about two years.

Q. You were sick?—A. No; she was sick. I can't swear where she carried me from. We went to Oklahoma City and stayed there a couple of years and then to Shawnee, then to Ada, then to Caddo. She was nearly blind.

Q. The last time you lived in Atoka during the administration of Cleveland?—A. That is the last time I remember of.

Q. You haven't been back since?—A. No; not in Atoka.

Q. Did you live in the Choctaw Nation at any other places during the administration of Cleveland?—A. I don't know; at Caddo, I think.

Q. You recall the Spanish-American War now, don't you?—A. Yes, sir; I remember that.

Q. Were you living in Oklahoma City or Atoka?—A. I think I was in Caddo or Denizen one.

Q. Denizen, Tex.?—A. Yes, sir. I can't say I know. I have some letters, but I don't remember whether it was Denizen or Caddo.

Q. Could you send me the letters or copies of them to find out where you were?—A. Yes, sir.

Q. Have you got the letters you received from Ballinger and Lee in regard to your claim?—A. Yes, sir; I think I have. I have a trunk in the storage house; they may be in that trunk. I have a lot of stuff in storage in Oklahoma City.

Q. How did you happen to make this last application for enrollment?—A. I saw it in the paper.

Q. What in the paper?—A. Where the rolls would be open.

Q. What paper?—A. The Tulsa World, I think, that the Choctaw rolls would be open; I saw all this business advertised, that is why I came over here. I seen the Ballinger, but not the Lee. The gentleman who done this business was a heavy, fat man.

Q. White man?—A. Yes, sir.

Q. When you came over here to Muskogee, who did you come to see in Muskogee?—A. I came to that office.

Q. In this building?—A. I suppose so.

Q. Were you led to believe they were enrolling people?—A. I asked and they said they were.

Q. They were enrolling people?—A. Yes, sir; I asked for Ballinger, and Lee was gone, and Ballinger was in Washington, D. C., and they were hired by the Interior, but this man that was doing this writing he told me he was hired and was getting a salary to enroll people, and this colored man.

Q. Did this man tell you he was hired by the Secretary of the Interior?—A. Yes, sir; his duty was to enroll applicants.

Q. Did he tell you whether or not he could take any fees for his service?—A. He wouldn't take a penny; was being paid by the Government.

Q. Who was the colored man?—A. Nelson Durant; that is the man I give the money to.

Q. What money?—A. The five dollars.

Q. How much did he ask for?—A. Twenty-five dollars.

Q. What was the reason?—A. He was charging. I asked him how come him to charge, and he said these witnesses. I wouldn't pay him a cent so I says, I went back and stalled him. I had the money, but I stalled him, I said after these witnesses, I know her, and says there is no use in paying that fellow anything if he won't take the time up with you and find your people, don't you pay him a penny; so I studied and says that might be I am losing out, and I couldn't speak to the white gentlemen, he wouldn't let me in the little room, and you go out by the desk, and so I talked to him and didn't know what to do, and I made up my mind if he would take it I would give him \$5 and promise him the other \$15, and I never did send the \$15 to him.

Q. You did pay Nelson Durant \$5?—A. Yes, sir; and I paid \$1.75 to a little bitty fellow.

Q. What is he, a notary public?—A. Yes, sir.

Q. What is his name, Julius Golden?—A. He has a long nose, looks like a Jew, I don't think he is an American.

Q. When did you do this, March of this year, the date of this application?—A. Yes, sir.

Q. That was the day you appeared at Ballinger and Lee's office and paid the \$5 to Nelson Durant?—A. When was it made up; March 9, 1915.

Q. What did Nelson Durant say that you should pay this money for?—A. He says do you think I am up here for my health and takes a book and hunt your relatives, and he writes who I am and who my people are, and he carries this thing on a piece of paper in.

Q. Whose office?—A. The stout man.

Q. Judge Lindsey?—A. I won't swear that it was.

Q. Was it in this building on the second floor?—A. I think it was, it wasn't this high up; I could tell you what floor if I was to walk up, for I walked up that time for I never could get in the elevator for it was always crowded.

Q. Did he say he had to give the man who was taking your application any part of the money?—A. He didn't tell me that, I was to pay him \$15 more, send him as much as \$5 a week, but I didn't send him a penny.

Q. Did you pay any money direct to Ballinger?—A. I sent him \$2.

Q. When did you send him this money?—A. About four years ago. You know the year that that colored man killed the high sheriff from Oklahoma City. Alf Hunter, the man who was hanged for the murder of the sheriff; I mean the year he killed the sheriff.

Q. You mean Mr. Garretson?—A. Got a red-headed son in Oklahoma City. That is the year I went before the notary public and sworn, and told him I knowed about the papers. I can't tell you everything about it. I sent him the \$2 and I never got another word from him until I heard he was here.

Q. Have you had any letters recently?—A. I told you I got it about two months ago. I got a letter from Muskogee from Ballinger, so it said to meet him in Muskogee at this office. I wrote to Washington, D. C., about it, and I got a letter from Washington, and I fell out with Ballinger and wouldn't come to Muskogee. I thought he was a fraud; he would try to work me for more money, and I wouldn't get nothing back. After I wrote to Washington I gave it up.

Q. Do you know W. M. James?—A. Yes, sir.

Q. Was he one of your witnesses?—A. Yes, sir; bald headed; and another one that has asthma. They knew me when I was a kid. I saw him about two months ago in Muskogee, and I asked him what about it, and he said he was a grand rascal.

Q. You say that W. M. James knew your father and mother?—A. He says he does.

Q. Did he say he knew you when you were a baby?—A. Yes, sir.

Q. Did you ever see him before you saw him in Ballinger's office?—A. Yes, sir.

Q. On the 30th day of July, 1915, W. M. James testified in his case before this office, and, among other things, he was asked the question, "Are you acquainted with Mary Ross?" and he answered, "Yes, sir; she lives at Haskell."

Q. Do you know who her father was?—A. No sir; that is another one of the Nails. I don't know anything about her.

Q. Is this the same one that knew you when you were a girl?—A. There were two Nails. This is the testimony—tall, yellow fellow, bald headed.

Mr. HURLEY. He has an affidavit attached to your petition. He swears now that he didn't know. Do you remember him when you were a girl?—A. I remember this old man; I remember both of these old men. I don't remember them; I know their faces. I know this bald-headed man.

Q. Where did he live?—A. Since I have been grown, in Muskogee.

Q. When?—A. Long time ago.

Q. How many years?—A. I don't know. I wasn't nothing but a kid. There is two old men; one has the asthma and the other is bald-headed, and has real white hair. The tall, bald-headed one is the one that I know.

Q. Did you promise to pay him and Alec Nail \$25 each in cash in case you were enrolled?—A. No, sir; something to eat is all, down at a restaurant.

Q. Did you ever see this man W. M. James before you were introduced to him by Nail?—A. I am trying to think; I can't think of those names.

Q. James; do you know him?—A. I have seen him; he is from the Choctaw Nation.

Q. Did you know W. M. James before you met him in Ballinger's office?—A. Yes; I knew this old yellow man; he was W. M. James—William, seems like to me.

Q. Tell me whether or not the man you are speaking of is W. M. James, who made the affidavit?—A. He is an old yellow man; we call him Uncle William.

Q. Where did you first know this man?—A. The first time to know him was in Muskogee.

Q. How long ago?—A. That has been a long time ago.

Q. Since you have been living in Haskell or before that—where did you live when you knew him first?—A. I don't know positively the first time I met him; he shook hands with me.

Q. Who was he with?—A. He wasn't with anybody.

Q. Did he just step up and speak to you?—A. I don't know whether he did or not. He just said, "Where are you and where have you been?" I just swapped a few words with him and passed him.

Q. You hadn't seen him before he stepped up to you on the street and shook hands with you?—A. No, sir.

Q. How many years ago has that been?—A. I can't tell you.

Q. Are you married?—A. Sure, I am; married twice.

Q. When were you married to your last husband?—A. About five years ago.

Q. Was it before that?—A. Yes, sir; there was something going on in Muskogee.

Q. Who were you married to before you married Ross?—A. Dan Ranson.

Q. Where were you married to him?—A. Hern, Tex.

Q. Was he a colored man?—A. He wasn't.

Q. What was he?—A. He was supposed to be Cherokee.

Q. When were you married to him?—A. When I was about 16.

Q. You are about 30 years of age now?—A. Yes, sir.

Q. Then you were married to Ranson in Texas 14 years ago?—A. Yes, sir.

Q. Was it before that that you met James on the streets of Muskogee?—A. Before I was married the first time, no; after.

Q. What became of Ranson?—A. He is dead.

Q. Where did he die?—A. He died in Oklahoma City.

Q. When?—A. About seven years ago.

Q. When did you come from Hern, Tex., to Oklahoma City?—A. I can't tell you just when; I was running a hair parlor in Texas when I married.

Q. How long did you live there after you married before you came to Oklahoma?—A. I was visiting there; I learned the hair trade there; I had been writing to him a long time.

Q. Ranson was never enrolled as a citizen or freedman?—A. No, sir.

Q. How long had you been living in Texas?—A. I hadn't been there no time; it was during the holidays that I laid off.

Q. You haven't established the first time you met James.—A. The first time I remember him, I remember that I had been married the first time when I met him in Muskogee.

Q. Did you and your first husband live in Muskogee?—A. No, sir.

Q. Did he die in Oklahoma City?—A. Yes, sir.

Q. Was it since your first husband died in the last seven years that you first met James in Muskogee?—A. Yes, sir.

Q. Before you married Ross?—A. Yes, sir.

Q. Which is five years ago?—A. Yes, sir.

Q. Then you met him between six and nine years ago?—A. Yes, sir. I think it was on Second Street.

Q. That was the first time you had ever seen him?—A. Since I have been grown, that is the second time.

Q. Did you see him before you met him?—A. The first time I remember seeing him, the old yellow man, was after I was married the first time, after my first husband died.

Q. Then you didn't know him when you were a girl?—A. No, sir; not when I was a girl.

Q. Another affidavit attached to your petition, the affidavit of Alec Nail, do you know him?—A. Yes, sir; I know him when I see him.

Q. Where did you first meet him?—A. The first time to know him was in Muskogee.

Q. How long ago?—A. I think it was this year. March, this year. Alec Nail is a low, dark, black fellow, and William is a yellow negro, right white hair.

Q. Did Alex Nail claim to have known you and know who your parents were?—A. Yes, sir.

Q. Did you ever see him before you met him in Ballinger's office?—A. I don't remember.

Q. James has sworn that all he knows about you Alex Nail told him, and Alex Nail was asked the question, "You didn't know this woman who represents

herself to be Mary Ross," and his answer was "No, sir." You knew nothing about her parents only what she claimed?—A. I knew William Folsom.

Q. You don't know whether this man knew anything about you?—A. No, sir; I don't.

Q. Did you pay him anything for making the affidavit?—A. No, sir. I give him something to eat and had the ashman man I am talking about with him.

Q. Didn't you give him a dollar or a dollar and a half? What did you get for making that affidavit for Mary Ross?—A. I don't know whether it was a dollar or dollar and a half. I give each one a dollar to get something to eat and they was hungry, then he came back and asked if I would give him fifty cents to get whiskey, and I told him I didn't have it.

Q. State in your own way where the different places that you have lived since you left Atoka, the year of the opening of old Oklahoma, 1889.—A. I lived in Caddo awhile—

Q. You stated awhile ago you lived in Oklahoma City.—A. I told you I was six years old when she carried me away and she carried me to Oklahoma City and Ardmore.

Q. How long did you stay in Oklahoma City?—A. Two years.

Q. Then you left Oklahoma City to go to Ardmore when you were eight years old?—A. Yes, sir.

Q. How long did you stay there?—A. About a month or two.

Q. Where did you go to from Ardmore?—A. Shawnee.

Q. How long did you live in Shawnee?—A. I stayed there about eight or nine months.

Q. Where did you go from Shawnee?—A. I went to Ada.

Q. How long did you stay in Ada?—A. I stayed there nearly a year.

Q. You stayed in Ada until you were about 10 years old?—A. Yes, sir; I was born July 6th.

Q. What year?—A. I don't know; I just know I was born July 6th.

Q. Where did you go to from Ada?—A. We came back to Oklahoma City.

Q. How long did you stay in Oklahoma City that time?—A. I don't know exactly. We worked in Oklahoma City, kept house, my mother was a housekeeper in Oklahoma City for a man named Too-John.

Q. Was he a white man?—A. Yes, sir; he was a white man.

Q. How old were you when you left Oklahoma City the next time?—A. I don't remember; seems to me she stayed there a good while and they sold out and left there and went to a place—they don't allow colored people there, there is a brick yard there; I don't know where the town was.

Q. Which way from Oklahoma City?—A. I don't know; there is a little town with a Sutton Hotel.

Q. Was it in Old Oklahoma or Territory?—A. I don't know; there wasn't oil there but it is now.

Q. How old were you when you went there?—A. I don't know just how old I was.

Q. How long did you remain in Oklahoma City this last time—the time you spoke of now when your mother kept house for Too-John?—A. I think we stayed there nearly a year.

Q. You were 10 years old when you left Ada to go there and you must have been 11 when you left Oklahoma City the second time; you went to a town you don't know the name of?—A. There wasn't anything there then much.

Q. Do you remember the fare from Oklahoma City to this place?—A. It was \$1.60.

Q. Do you remember what railroad you traveled on?—A. I don't remember what railroad, but we changed cars at Osage Junction; I don't know whether it is in the Choctaw or Osage Nation.

Q. You went from Oklahoma City?—A. We stayed there and worked for a man by the name of Sutton. I worked in the pantry for him.

Q. How long did you stay there?—A. I stayed there eight or nine months in that place.

Q. When you left that place where did you go?—A. We came back to Oklahoma City.

Q. How long did you stay there this time?—A. I don't remember; we stayed there a long time.

Q. Were you married in Oklahoma City that time?—A. No, sir.

Q. How old were you?—A. I don't know.

Q. Did you stay there a year or two years?—A. My mother died before I ever left.

Q. Your mother died in Oklahoma City when you went back?—A. Yes, sir.

Q. How old were you when your mother died?—A. I don't remember; I have forgotten; I know I had been working and taking care of her.

Q. Where did you go from Oklahoma City that time?—A. I worked for a woman in Shawnee.

Q. Who was the Woman?—A. Miss Nellie.

Q. Nellie who?—A. Just Miss Nellie is all I know; she was a big fat woman.

Q. What does she do?—A. Runs a rooming house.

Q. Were you a grown woman when you worked for her?—A. I wasn't when my mother died.

Q. Were you grown when you worked for Miss Nellie—how long did you work for her?—A. About a year, I think, and two months. I know I spent a Christmas with her. I remember what she gave me.

Q. Where did you go when you left Shawnee?—A. I went with some white people when I left Shawnee—a railroad man's wife by the name of Whitson. She was sick, and I went with her to Monero, Mexico; stayed two weeks and came back to Shawnee, and I left then and went to ——— and stayed with a doctor; I believe I have forgotten. I stayed with these white people until I married. I married this fellow Ranson; I met him the first time; I don't know whether it was in Caddo or in new Oklahoma; got acquainted with him on the train. I used to always go with the white people; never went with the colored people.

Mr. HURLEY. You are not telling me where you went to?—A. I lived with her a long time, and I met this man on the train.

Q. What did he do on the train?—A. Nothing; he was traveling; he said he came from the Cherokee Nation.

Q. Indian or freedman?—A. He looked like an Indian.

Q. Where were you married to him?—A. Hern, Tex. This woman—I was with her—she had consumption.

Q. You were not living in the Choctaw Nation, you were living at Shawnee?—A. She would live a week or two at a place. She had a child.

Q. What was the child's name?—A. Henry.

Q. How old was he?—A. Three years old.

Q. How old was Henry when you first started staying with her?—A. He was setting alone and crawling around.

Q. How old was Henry when you quit staying with this woman?—A. He was walking; this woman died before I married, but I was engaged to this man; he commenced writing from the day he met me on the train. We was on our way to San Antonio, Tex.

Q. Did you go to that town in Texas to marry?—A. No; I met him in Texas; I was canvassing, selling hair goods.

Q. Who were you selling hair to, white or colored?—A. I handled white hair, and I also manicured. I would put my ad in barber shops. They would have the boys bring me the message, and I would go to residence and do the work.

Q. Did you ever work in a white barber shop?—A. I put my ad in them.

Q. How old were you when you married Ranson?—A. I was about 16; that was the way I counted.

Q. You had never been back to the Choctaw Nation to live before you married him from the time you left there with your mother, just go there after you married Ranson, how long was it before you went back to the Choctaw Nation?—A. Haven't been back to amount to anything. I have lived in Ada.

Q. Have you lived in the Choctaw Nation since you married Ranson?—A. No, sir.

Q. You were 16 when you married him?—A. Yes, sir.

Q. You hadn't lived in the Choctaw Nation before you married him since your mother had left there for Oklahoma City?—A. I think not.

Q. You stated that you were a daughter of William Folsom?—A. That is what my mother told me. He was the brother of Emerson, Doctor, and Don, but I know Doctor.

Q. Do you know Julius Folsom?—A. No, sir; they say they were Indians and not half-breeds.

Mr. HURLEY. If you were confronted with the fact that Dr. Folsom never had a brother named William Folsom, no such person ever existed, what are you going to say about that? You saw that young man standing over there, that is William Folsom, the son of Dr. Israel Folsom. We have just taken his testimony. He stated he was enrolled as of the age of 24. He is not older than you are, he couldn't possibly be your father. His father is Dr. I. W.

Folsom, the man you claim was your uncle. This man has sworn, and the records of this office bear out this statement, that he didn't have an uncle named William Folsom. His father never had a brother named William Folsom. What is your statement in the face of these facts?—A. That is all I know, what my mother told me; that might not have been my father's name. My father was a Folsom in the Choctaw Nation, and I told you people I know old lady Flax; I used to roll her around in a chair.

Q. Was she white?—A. She was an Indian; she was 150 years old when she died, they said.

Q. What relation was your mother to her?—A. I don't know what kin she was, but she was kin.

Q. Did she work for her?—A. No, sir; not that I know of.

Q. You don't know who your mother was kin to?—A. The Flaxes, she told me; I never bothered with them.

Q. You don't know whether your father was a brother of Israel Folsom?—A. He was a brother of these folks; I know the Folsoms, all right.

Q. You don't know whether your father was any relation or not?—A. When I went to Ardmore some years ago and Lee was enrolling, I met Dr. Folsom and told him about it, and he said where your father lived he was always passed as an Indian, and I have always passed for an Indian. My mother is white; ask anybody that has seen her picture; you would swear she was Cherokee.

Q. Did your mother tell you she was married?—A. She said "My husband got killed."

Q. Your present husband is a colored man?—A. Yes, sir.

Q. He is not a citizen of any tribe?—A. No sir.

Q. Your former husband claimed to have Cherokee blood, but wasn't enrolled?—A. I don't know whether he was enrolled or not.

Q. When did he die?—A. He has been dead seven years. I will see if I can find some letters he got from his kinspeople in the Cherokee Nation.

Q. You live with the colored folks?—A. No, sir; not now. I have been raised right up with the white people nearly all my life; never did associate with the colored people. I would like for you to see my mother's picture, maybe somebody would recognize her. I was six years old—I remember that when the year that Cleveland was President, the last year that he was in office, my mother carried me to the depot in Atoka and the band was playing on the train and I know she held me up so I could see. She showed me those people going to Denison. That is all I know about the Folsoms. I guess anybody would try a chance for getting anything. I have been living without it. When the man talked about the money I don't know what my mother said. My mother went by the name of Eliza Folsom, and she has been married three times. She married a man once by the name of Gus Johnson, no Lane, Gus Lane, before I was grown, and the man left her; she commenced getting blind. I traveled with white people and was raised with white people.

Q. Was your mother married to any of these husbands before you were born; she was married to Lane before you were born?—A. No, sir; I remember her marrying well.

Q. Who was she married to before she married Lane?—A. I don't know, and he didn't stay very long.

Q. Was he colored?—A. He didn't look like it.

Q. Did he associate with colored men?—A. No, sir; he run a shoe store.

Q. Where, in Oklahoma City?—A. I think that is where she saw him; he was a shoemaker.

Q. How old were you when she died?—A. A very small girl.

Q. Eight or ten?—A. No not that old.

Q. Six?—A. I suppose so.

Q. How long was she in Oklahoma City before she married him?—A. Not very long.

Q. Was your father killed before you were born?—A. Yes, sir.

Q. Did you have any brothers and sisters?—A. No, sir.

Q. Your mother never had any other children?—A. I think three or four.

Q. Who was the father?—A. I never asked her.

Q. Do you know whether she was married to your father?—A. I couldn't swear to that.

Q. Do you know the children?—A. The children are all dead.

Q. You don't know whether this man Folsom was the father of these children born before you?—A. I don't know. All her children is dead but me.

Q. Will you send me those letters you claimed to have received from Ballinger?—A. Yes, sir; I will hunt them all up; lots of them are postal cards. He told me the roll was open.

Q. How long ago has it been?—A. Not very long.

Q. Has it been six months since he wrote you?—A. Said he would let me know, and for me to keep up and see when the roll, the Choctaw rolls were open.

Q. When was that?—A. A good while ago.

Q. These men that took your application, what officer of the Interior Department did they say they represented, the Secretary of the Interior, the Commissioner of Indian Affairs, or the Superintendent of the Five Civilized Tribes?—A. The Secretary of the Interior. They told me Choctaws and Creeks and Chickasaws, and there was a Creek and Chickasaw woman there. Susan Harris enrolled her child the same day I was enrolled, and another woman from the Cherokee Nation the same day, and there was four of us—there was six enrolled there that day.

Q. Did those people claim they were authorized by the Government to enroll those people?—A. This white man told me he was getting a salary from the Government to enroll the people; he wouldn't take any money from them. I never offered him any. I sat in front of the table. The old man, both of them talked so plain I was getting the value of the land in money. I told them I didn't care for the land; I will take anything. I will set up the cigars, and he says Mrs. Ross, I would not take one penny from you or anybody I ever saw to do this work, because the Government has me hired. I am getting my salary from Washington, D. C. I said if I was to get any money I would not mind setting them up.

Q. That was in Ballinger's office?—A. Yes, sir.

Q. The colored man was Nelson Durant?—A. Yes, sir.

Q. Who was the white man doing the speaking?—A. He didn't say what his name was. He was a big, fat man; not as tall, but heavier than you are. I think it was Judge Lindly; he told me he was raised in the Choctaw Nation.

Q. Did he say he was from McAlester?—A. Yes, sir; South McAlester.

Q. Did you have your son enrolled, Theodore Dunn?—A. Yes, sir.

Q. How old is he?—A. Eleven years old.

Q. Where was he born?—A. He was born at Caddo.

Q. Did you ever live at Le Heigh?—A. Yes, sir.

Q. Were you married to this boy's father? I thought you only married twice.—A. I told you I had been married two times. I named that boy after someone else. I had cause for naming him what I did.

Q. You were not married to this boy's father?—A. No, sir.

Q. Who was this boy's father and what is his name?—A. I ain't going to tell you any more.

Mr. HURLEY. How do you expect us to know what his rights are?—A. I didn't claim he was an Indian. I don't know anything about him being an Indian.

Q. Do you know who his father was?—A. Sure I know his father.

Q. Where does he live?—A. He is dead; they said the boy could be put on the rolls through me. I never tried to get him in on his father. They made me pay \$1.75.

Q. Were you married to Ross when this boy was born?—A. No, sir.

Q. Were you married to Ranson at the time he was born?—A. I was married, which one I can't tell you; I don't want to ruin my reputation; I will tell you privately.

Q. Did you ever make application for enrollment during the time the rolls were being made?—A. Yes, sir.

Q. Where did you make it?—A. With Ballinger and Lee.

Q. While they were making the roll?—A. I was not here.

Q. Where did you live?—A. I was with my mother.

Q. In Oklahoma City?—A. Yes, sir.

Q. Why was it you didn't make it before now?—A. I told you that I didn't make application before this time, and I told them I had made application to Ballinger, and he said he was the man getting up the Choctaw rolls, and he told me to go before a notary public, and I had to go before three—one in Oklahoma City and one in Shawnee and had to give each one a dollar and go before another here and paid him 75 cents, which made \$2.75.

Q. Did you have any other children besides this Dunn boy?—A. Yes, sir; I had three; they are dead.

Q. Who was the father?—A. Ranson.

Q. Where were those children born?—A. Different parts of Oklahoma.

Q. This child that you make application for hasn't any claim except through you?—A. No, sir; I didn't think it was fraudulent by them coming out so publicly, but if had been in a private place I wouldn't have went to see about it, but I was told by lots of people that this was in this office. A public place, a fine place before a crowd of people. I never thought about it being a fraud. If I am prosecuted for anything I can hold this man, and this colored man he carries me into this office, and this white man copies off of this piece of paper and puts it on two pieces of paper. He keeps one, they keep one. This colored man writes in this room out of a book, then he carries it in there. He claims he finds your relatives on the roll, and all I swore to is that my mother said that the Fulsons was my people and the Flaxes were her people. I was born after my father died.

Q. You wouldn't have gone before these people if you hadn't thought them officers of the United States?—A. Sure I wouldn't have paid the colored man \$5 and wouldn't have paid them the \$15, but my mind didn't feel right. After I had stalled him and told him I would send him the \$15 I talked to several lawyers and they said he was a grand rascal and had been to the penitentiary, and that Lee had run off for some cause. Different people that I knew when I got this last letter about two months ago to come to Muskogee, it said if you want to know something about this enrollment come to Muskogee at once, and I wrote and answered the letter. Got one and I read it and I says, "Ain't nothing to it," and I sits down and writes "if there is anything to do let me know at once by answering," and I have never heard since. When I got this letter I said, "I am going to see about this, whether it is bad or good."

Q. Will you ask Alice Cole to come up here?—A. Yes, sir; they have all been chilling. I know Susan Harris. This thing was all right; Susan Harris, the woman, she has got plenty of property in this country; that made me feel all right. You know her girl was enrolled in this same office. I asked her "have you heard from that enrollment?" And she said "maybe you won't get on for two or three months." Jack Simmonds hold me he thought it was all right. White people have told me they didn't see why this man wanted to cheat me out of that money. I told them I wouldn't pay the other \$15, but if I found out everything was all right I wouldn't mind tipping them all. Ballinger wanted me to sign a paper that give him 10 per cent.

Q. Where did you sign it?—A. In Oklahoma City.

French Rayburn, being first duly sworn, on oath states that as stenographer to the national attorney for the Choctaw Nation he reported the proceedings in the above-entitled case on the 23d day of November, 1915, and that the foregoing is a true and correct transcript of his stenographic notes thereof.

FRENCH RAYBURN.

Subscribed and sworn to before me on this the — day of November, 1915.

[SEAL.]

R. P. HARRISON.

Clerk U. S. Court, East. Dist. Okla.

By WILLIAM L. BOONE,

Deputy.

My commission expires —————.

CASE NO. 5A.

PETITION OF EMILY MILLS, NEE ALLEN, FOR THE ENROLLMENT OF HERSELF AND MINOR CHILD, MARY MILLS, AS CHOCTAW FREEDMEN.

Comes now Emily Mills, nee Allen, and states and shows that she is 28 years of age, and that she lives and resides at 427 Extra Street, Tulsa, Okla.; that she was born and reared in the Choctaw Nation and resided in said Nation until about the year 1902, when she removed to Ardmore, in the Chickasaw Nation, and since removed to Tulsa, Okla., her present address.

Petitioner states that she is a daughter of Bart Allen, who was a Choctaw freedman by right and residence, but that her said father was never enrolled.

Petitioner further states that her said father was a full brother to Kizzie Allen, a Choctaw freedman, and who, as such, is duly enrolled upon the approved rolls of the said Choctaw Nation opposite roll No. 3663.

Petitioner further states that she was duly and legally married June 9, 1904, to Lum Mills, and that to this union there have been born the following named children: Mary Mills, born March 17, 1905, living, and not enrolled; Lonnie Mills, born September 2, 1907, deceased.

Petitioner states that, by reason of her right to enrollment through the blood of her said father, and by reason of the date of the birth of her said child, Mary Mills, her said child, Mary Mills, is also entitled to enrollment upon the approved rolls of the Choctaw Nation.

Wherefore, petitioner prays that the names of herself, Emily Mills, and of her said minor child, Mary Mills, be placed upon the approved rolls of the said Choctaw Nation, as Choctaw freedmen; and that to them there be given their respective distributive shares of the common property and funds of said Choctaw Tribe of Indians, the same as is given to all other citizens so enrolled as such freedmen. And she will ever pray.

EMILY MILLS.

STATE OF OKLAHOMA,
County of Okfuskee, ss:

Emily Mills, nee Allen, after being first duly sworn, upon her oath, states that she is 28 years of age; that she is the person named in the within, above, and foregoing petition for the enrollment of herself and her minor child, Mary Mills; that she has read over said petition and knows the contents thereof; and that the statements, matters, and things therein set forth and contained are true.

Dated this 7th day of April, A. D. 1915.

EMILY MILLS.

Subscribed and sworn to before me, Charles E. Guthrie, a notary public in and for the above named county and State, on this the 7th day of April, A. D. 1915.

[SEAL.]

CHAS. E. GUTHRIE,
Notary Public.

My commission expires January 9, A. D. 1917.

AFFIDAVIT OF G. W. WILSON IN SUPPORT OF THE PETITION OF EMLEY MILLS, NÉE ALLEN, FOR THE ENROLLMENT OF HERSELF AND HER MINOR CHILD, MARY MILLS, AS CHOCTAW FREEDMEN.

STATE OF OKLAHOMA,
County of Okfuskee ss:

G. W. Wilson, after being first duly sworn, upon his oath, deposes and says that he is about 39 years of age; that he lives and resides at 619 East Archie Street, Tulsa, Okla.

Affiant further states that was, for a long time, a resident of the Choctaw Nation; and that he is and has always been well and personally acquainted with Bart Allen, of Idabel (I. T.), Okla.; and that he, affiant, knows that the said Bart Allen was a full brother to Kizzie Allen, who is duly enrolled upon the approved rolls of the Choctaw Nation as a Choctaw Freedman; and opposite roll No. 3663.

Affiant states that the petitioner above named, Emley Mills, née Allen, is a daughter of the said Bart Allen and a niece of the said Kizzie Allen, Choctaw Freedman, roll No. 3663; and that the said Emley Mills, née Allen, was duly and legally married to Lum Mills in the year 1902; and that to this union a child by the name of Mary Mills was born. That I do not know the exact date of the birth of the said Mary Mills, but know that she was born some time during the year 1905; and that said Mary Mills is still living.

Further affiant saith not.

Dated this 7th day of April, A. D. 1915.

G. W. WILSON.

Subscribed and sworn to before me, Chas. E. Guthrie, a notary public in and for Okfuskee County, Okla., this the 7th day of April, A. D. 1915.

[SEAL.]

CHAS. E. GUTHRIE, *Notary Public.*

My commission expires January 9, A. D. 1917.

AFFIDAVIT OF NELSON T. TOLBERT IN SUPPORT OF THE PETITION OF EMLEY MILLS, NÉE ALLEN, IN SUPPORT OF HER PETITION FOR THE ENROLLMENT OF HERSELF AND HER MINOR CHILD, MARY MILLS, AS CHOCTAW FREEDMEN.

STATE OF OKLAHOMA,

County of Okfuskee, ss:

Nelson T. Tolbert, after being first duly sworn, upon his oath, deposes and states that he is 57 years of age; that he lives and resides at 619 East Archie Street, Tulsa, Okla.; that he was born and reared in the Choctaw Nation, and resided in said nation until about the year 1902.

Affiant further states that he is and always been well and intimately acquainted with the family of Allens of which Bart Allen was a member; that the said Bart Allen and Kizzie Allen were full brother and sister. That the said Kizzie Allen is enrolled as a Choctaw Freedman opposite roll No. 3636.

Affiant further states that the petitioner herein above named, Emley Mills, née Allen, is a daughter of the said Bart Allen; and that the said Emley Mills, née Allen, was duly and legally married to Lum Mills about 10 years ago; that the said Lum and Emley Mills have a child, whose name is Mary; and that said Mary Mills was born some time during the month of March, 1905; and that said Mary Mills, minor, is still living.

Further affiant saith not.

Dated this 7th day of April, A. D. 1915.

NELSON T. TOLBERT (his thumb mark).

Witnesses to mark:

G. W. NELSON.

DAISY R. MORTON.

Subscribed and sworn to before me, Chas. E. Guthrie, a notary public, this the 7th day of April, A. D. 1915.

[SEAL.]

CHAS. E. GUTHRIE, *Notary Public*.

My commission expires January 9, A. D. 1917.

The name of Nelson T. Tolbert written by me at his request and in his presence, he then made his thumb print.

C. E. GUTHRIE.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re petition of Emily Mills, née Allen, for the enrollment of herself and minor child, Mary Mills, as Choctaw freedmen.

The foregoing petition was served upon me by Mr. Webster Ballinger, attorney at law, of Washington, D. C.

The petitioner claims that she resided in the Choctaw Nation during the time the rolls were being made, but that she did not make application for enrollment during that period. Even if all the allegations made in the plaintiff's petition were true, she would not now be entitled to enrollment.

The act of July 1, 1902 (32 Stat. L., 641), which approved the supplemental agreement between the Choctaw-Chickasaw people and the United States, provides in part as follows:

"* * * The application of no person whomsoever for enrollment shall be received after the expiration of the said 90 days."

The 90 days herein referred to is 90 days after the ratification of the agreement by the Choctaw and Chickasaw people. The agreement was ratified on September 25, 1902. Emily Mills did not make application for enrollment within the time required by law, and under the law would not be entitled to enrollment, even if her statements regarding her rights as a freedman citizen of the Choctaw Nation were true.

Again there is no definite or reliable evidence to show that Emily Mills was a resident of the Choctaw Nation on June 28, 1898. The act of Congress approved June 28, 1898 (30 Stat. L., 495), by which the Atoka agreement between the United States and the Choctaw and Chickasaw Nations was approved, provides in part as follows:

"No person shall be enrolled who has not heretofore removed to and in good faith settled in the nation in which he claims citizenship."

The foregoing are legal bars which would prevent the enrollment of Emily Mills as a freedman citizen of the Choctaw Nation, even if the allegations of her petition were true, but the allegations of the petition of this applicant are untrue. She is not a freedman citizen of the Choctaw Nation; her father's name was not Bart Allen as alleged in her petition, but was in fact Bart Holmes. On this point the applicant herself testified as follows:

Q. Did Bart Holmes and your mother live together up until her death?—A. Yes, sir; they were living together when my mamma died.

Q. Were they living together at the time you first recollect anything?—A. Yes, sir.

Q. You regarded him as your father?—A. Yes, sir.

Q. You were told that he was your father?—A. Yes, sir. That was all I knew anything about it. Then folks begun to tell me back there.

Q. What did they say?—A. That man is not your papa. Your father's name was Allen.

Q. You say you don't remember the given name of this Allen, your father?—A. No, sir; I don't.

Q. You know anything about where he lived?—A. No, sir; I don't.

Q. Do you know when he died?—A. No; I don't.

The testimony of this witness will indicate that her father's name was not Bart Allen at all, but was in fact Bart Holmes, and that she assumed the name of Allen for the purpose of attempting to establish relationship with the freedwoman, Kizzie Allen, whose name appears upon the Choctaw rolls.

Again in this same testimony the witness states:

Q. You state in your application that your father's name was Bart Allen. You state to me that you do not remember the given name of your father. How about this?—A. Well, I really don't know the name of my own papa. I gave Holmes as my papa. The old man, the old gentleman, I calls grandpa, he told me about my father. His name—it was Bart or something like that. He told me about my father before I went over there.

This statement means that she was told to swear that Bart Allen was her father before she went before the attorneys who were taking applications for enrollment as citizens of the Choctaw Nation. Her testimony will show that the man to whom she refers as grandpa is Nelson Tolbert, a negro, who has served Mr. Ballinger and his associates in many of these cases as a witness.

Nelson Tolbert's affidavit, which is intended to corroborate the false statements contained in the petition of the applicant, is, in part, as follows:

"Affiant further states that he is and always been well and intimately acquainted with the family of Allens of which Bart Allen was a member; that the said Bart Allen and Kizzie Allen were full brother and sister. That the said Kizzie Allen is enrolled as a Choctaw freedman opposite roll No. 3663."

On November 27, 1915, Nelson Tolbert, after being first duly sworn, testified as follows:

Q. Do you know Kizzie Allen?—A. Kizzie Allen; I know of her. I don't think I know her. Don't know her personally.

Q. Was she an Indian or negro?—A. I don't know.

When Tolbert was testifying he apparently forgot that these applicants were endeavoring to be enrolled as freedmen of the Choctaw Nation and he attempts in his testimony to establish the fact that they are Indians. A copy of Tolbert's testimony is attached hereto.

There is attached hereto a photographic copy of freedman census card No. 1103, showing the enrollment of Kizzie Allen.

This card shows that Kizzie Allen did not have a brother named Bart Allen—in fact, the card shows that "Allen" was her married name and not her maiden name. Her husband was George Allen, a Chickasaw freedman. The mother of Kizzie Allen was Winnie Pitchlyn, a slave of Peter Pitchlyn. The name of Kizzie Allen's mother appears on Choctaw freedman census card No. 429—a photographic copy of which is attached hereto.

The evidence in this case is conclusive on the following points:

First. That Kizzie Allen did not have a brother named Bart Allen.

Second. That the applicant's father was not named Bart Allen, but was in fact Bart Holmes.

Third. This applicant is not a freedman of the Choctaw Nation, and is not related to Kizzie Allen.

Fourth. That the allegations of the petition of this applicant and the affidavit of Nelson Tolbert in support thereof are false.

P. J. HURLEY,
National Attorney for the Choctaw Nation.

Choctaw Nation, freedmen roll.

[Residence: Eagle County. Post office: Eagle Town, I. T. Field No. 429.]

Dawes roll No.	Name.	Relation-ship to person first named.	Age.	Sex.	Tribal enrollment.			Slave of—
					Year.	County.	No.	
931	1. Gable, Albert.....	.....	40	Male....	1896	Eagle.....	1515	Peter Pitch-lynn.
932	2. Gable, Virginia.....	Wife.....	36	Female..	1896	...do.....	1516	Calvin Howell.
933	3. Gable, Robert.....	Son.....	12	Male....	1896	...do.....	1517	
934	4. Pitchlynn, Winnie.....	Mother....	69	Female..	1896	...do.....	2753	Peter Pitch-lynn.

Stamped: Enrollment of Nos. 1, 2, 3, and 4 hereon approved by the Secretary of Interior, Mar. 6, 1903.

	Name of father.	Father's tribal enrollment.		Father's owner.	Name of mother.	Mother's tribal enrollment.		Mother's owner.
		Year.	County.			Year.	County.	
1	Charlie Howell..	De'd	Eagle	Calvin Howell...	Winnie Pitch-lynn.	1896	Eagle	Peter Pitchlynn.
2	Ben Pitchlynn..	1896	...do...	Peter Pitchlynn.	Lucy Pitchlynn.	1896	...do...	Calvin Howell.
3	No. 1.....	.....	...do...	.....	No. 2.....	.....	.....	.....
4	Unknown.....	.....	...do...	Choctaw.....	Celia Butler....	1896	Eagle	Peter Pitchlynn.

Choctaw Nation, freedmen roll.

[Post office: South McAlester, I. T. Field No

Dawes' roll No.	Name.	Relation-ship to person first named.	Age.	Sex.	Tribal enrollment.			Remarks.
					Year.	County.	No.	
3663	Allen, Kizzie.....		27	F.				Not on roll.
2297	Allen, Bertie.....	Daughter.....	9	F.	1896	Tobucksy.....	2	
2298	Allen, Henderson	Son.....	12	M.	1896	...do.....	3	
2299	Allen, Jefferson	do.....	6	M.	1896	...do.....	4	

(Stamped:) Enrollment of No. 1 hereon. Approved by the Secretary of Interior Sept. 26, 1903. Enrollment of Nos. 2, 3, 4 hereon. Approved by the Secretary of Interior Apr. 8, 1903.

No. 2 on roll as Luvina Allen.

No. 4 on roll as Oliver Allen.

Husband of No. 1 and father of children hereon is No. 1 on 1896 roll.

Mother of No. 1 on Choctaw Freed. card No. 429.

Husband of No. 1 and father of children hereon is George Allen, Chickasaw freedman card No. 956. See affidavit of No. 1, filed Mar. 14, 1903.

	Name of father.	Father's tribal enrollment.		Name of mother.	Mother's owner.
		Year.	County.		
1	Jno. Wooly.....	.....	Non cit.....	Winnie Pitchlynn.	Peter Pitchlyn.
2	George Allen.....	Dd.....	Atoka.....	No. 1.....	
3	do.....	.....	.....	do.....	
4	do.....	.....	.....	do.....	

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Tulsa, Okla., November 17, 1915.

In the matter of the application for enrollment of Emily Mills, nee Allen, as a Choctaw freedman.

Mrs. Emily Mills, being first duly sworn by William L. Bowie, United States deputy clerk of the United States Court for the Eastern District of Oklahoma, on oath testified as follows:

Examination by Mr. WILLIAM L. BOWIE:

Q. State your name.—A. My name—my mother was married twice—

Q. What is your name now?—A. Emily Mills.

Q. Emma Mills? E-m-m-a M-i-l-l-s?—A. E-m-i-l-y M-i-l-l-s, the way I would spell it.

Q. How old are you?—A. Don't know 'actly. I can't remember about my father and very little about my mother, only what folk say. * * *

Q. About how old are you, as near as you can tell?—A. I estimate about 27 or 28.

Q. Where do you live?—A. I live here in Tulsa.

Q. What number and street?—A. Four hundred and twenty-seven Exeter.

Q. You are married?—A. Yes, sir.

Q. Your husband living?—A. Yes, sir.

Q. State his name?—A. Columbus Mills.

Q. What is your husband's occupation? What does he do?—A. He works at the hotel.

Q. Hotel porter?—A. Yes, sir.

Q. What hotel?—A. The Metropolitan Hotel.

Q. Here in Tulsa?—A. Yes, sir.

Q. Do you know who was your mother?—A. Mary. Her name was Mary. That's what the old gentleman tells me.

Q. What was her surname?—A. She was married—as near as I can come at it, first married to Allen—

Q. What was the name of Allen; what was his given name?—A. That is where I can't remember. I can't remember him.

Q. Is your mother living?—A. No, sir; she is dead.

Q. Where did she die?—A. I think about Hugo—down about there—below there—down at little town. I don't remember the name. Down below there—

Q. Down about Idabel?—A. I think that's the town. The town of—

Q. Below Hugo?—A. Yes, sir; I know that was the place, Idabel.

Q. Did she die in town?—A. No, sir; near the town, from what I was told. There is an old gentleman here who knows her better than I knows him myself.

Q. What is the name of this man?—A. We calls him grandpa. Lives on—

Q. Don't you know his name?—A. Tolliver or Tolliber, something like that.

Q. Nelson Tolbert?—A. Yes, sir. I always calls him grandpa.

Q. How long has your mother been dead?—A. Well, I don't know. You can ask—I can't remember it.

Q. How long has your father been dead?—A. I can't remember him. I don't remember my papa at all.

Q. How old were you when your mother died?—A. Don't know 'actly. I was quite small. After mamma died I went to white people that mamma works for.

Q. Were you old enough to work out when your mother died?—A. No, sir.

Q. Were you a good-sized girl?—A. Old enough to remember, but wasn't working out.

Q. Did these white people take you right away?—A. Yes, sir.

Q. What was the name of these people?—A. Brown.

Q. What was the given name?—A. I don't know, sir. I always calls her Mrs. Brown.

Q. Where did she live?—A. In the country where we lived.

Q. Out from Idabel?—A. Yes, sir.

Q. How far?—A. I don't know, sir.

Q. What direction?—A. I can't tell you that. I can't tell you to save my life. You know just about how a kid is. I don't know. This old gentleman knew me. He always tells me——

Q. Have you any sisters?—A. No, sir. If there was I didn't know anything about them.

Q. Did you ever have any sisters?—A. Not that I know of.

Q. Did you ever have any brothers?—A. Not that I know of.

Q. What was your father's name?—A. My own father I never saw. They said his name was Allen. I don't know. Often used to tell me about him.

Q. You never saw him?—A. Not that I remember.

Q. Were they married?—A. I suppose so.

Q. That is your understanding?—A. Mine? Yes, sir. My mother married twice, so the old gentleman said.

Q. You were told that she married twice?—A. Yes, sir.

Q. What was the name of this man you speak of? The one you refer to as the second husband of your mother?—A. Holmes.

Q. What was his given name?—A. I think they said his name was Bart Holmes. The white folks always said Bart.

Q. Is he living?—A. I don't know whether he is living or not.

Q. Was he living at the time your mother died?—A. Who?

Q. Bart Holmes.—A. Yes, sir; he was living.

Q. Did Bart Holmes and your mother live together up until her death?—

A. Yes, sir; they were living together when my mamma died.

Q. Were they living together at the time you first recollect anything?—A. Yes, sir.

Q. You regarded him as your father?—A. Yes, sir.

Q. You were told that he was your father?—A. Yes, sir. That was all I knew about it. Then folks begun to tell me back there.

Q. What did they say?—A. "That man is not your papa. Your father's name was Allen."

Q. You say you don't remember the given name of this Allen, your father?—A. No, sir; I don't.

Q. You know anything about where he lived?—A. No, sir; I don't.

Q. Do you know when he died?—A. No; I don't.

Q. You don't know whether he had any brothers?—A. No, sir.

Q. Or their names?—A. No, sir.

Q. You don't know whether he had any sisters?—A. No, sir; I don't.

Q. You said you had no idea where he lived?—A. No; I don't.

Q. You remember your mother?—A. Yes, sir. I remember her complexion. She was brighter than I.

Q. What color do you call yourself?—A. I calls myself brown skin.

Q. What color was Bart Holmes?—A. My stepfather?

Q. The man you call your stepfather?—A. I would call him brown skin. He is blacker than I is.

Q. Your mother has negro blood?—A. Yes; she had negro blood.

Q. She lived with negroes?—A. Yes, sir.

Q. Your husband is a negro?—A. Yes, sir; he is. He's a negro. He's blacker than me.

Q. What do you call blacker than you?—He's darker than me, but not negro black.

Q. Dark brown?—A. Yes, dark brown.

Q. Colored like a ginger cake left in the stove too long?—A. He ain't black, he's brown skin.

Q. You have made application before some one for enrollment as a citizen by blood of the Choctaw Nation?—A. Yes, sir.

Q. Before whom did you make this application?—A. Sir?

Q. Before whom did you make this application?—A. Mr. Rodkey.

Q. Mr. Perry Rodkey?—A. Yes, sir.

Q. Did you ever see Mr. Perry Rodkey?—A. Yes, sir.

Q. Was Mr. Perry Rodkey here?—A. No, sir.

Q. Where did you see Mr. Rodkey?—A. Down at—I believe it was Okemah, I believe—I think it was Okemah.

Q. Did you go to Okemah to see him?—A. Yes, sir.

Q. What made you go to see Mr. Rodkey. Had some one been to your home to see you about being enrolled?—A. They were talking to me—they said, "How come you don't go to try to get on the rolls?"

Q. Who said this?—A. Mr.—that black man that swear for me.

Q. Mr. Wilson?—A. Yes, Mr. Wilson.

Q. A notary public who lives on Archer Street, Tulsa?—A. Yes, sir.

Q. 619 Archer Street.—A. I don't remember the number.

Q. I stated to you that you had made application for enrollment as a Choctaw citizen by blood. After looking over your application I note that you ask for enrollment as a Choctaw freedman instead of a Choctaw citizen by blood?—A. Yes.

Q. Do you know about how old your mother was at the time she died?—A. No, I do not.

Q. Was your mother a slave?—A. A slave; what do you mean?

Q. Was she a slave at any time during slavery?—A. I don't know whether she was or not. She was working for these people.

Q. Do you know whether your father was a slave?—A. No, I don't know that.

Q. You state in your application that your father's name was Bart Allen. You state to me that you do not remember the given name of your father. How about this?—A. Well, I really don't know the name of my own papa. I gave Holmes as my papa. The old man, the old gentleman, I calls grandpa, he told me about my father. His name—it was Bart, or something like that. He told me about my father before I went over there.

Q. As a matter of fact, your information was that your father and mother were never married, isn't that true?—A. I don't know.

Q. Isn't it true that your mother and father were never married?—A. I don't know.

Q. Isn't that what you have been told?—A. No; no one ever told me that.

Q. Isn't that the fact?—A. No one ever told me that.

Q. Was your mother enrolled as a Choctaw freedman?—A. I don't know.

Q. Did your mother have any brothers?—A. If she did, I didn't know anything about him.

Q. Did your mother have any sisters?—A. If she did, I don't know.

Q. Know anything about your mother's father?—A. No, sir.

Q. Your mother's mother?—A. No, sir.

Q. You don't know anything relative to your mother being enrolled as a freedman, a Choctaw freedman?—A. No; I don't.

Q. Do you know whether your father had any brothers or sisters?—A. No, sir.

Q. Do you know who your father's father was?—A. No, sir.

Q. Do you know who your father's mother was?—A. No, sir.

Q. Do you know anything about Kizzie Allen?—A. They said that she was my aunt.

Q. Do you know anything about this Kizzie Allen?—A. No, sir.

Q. Do you know where she lived?—A. The last time I heard of my aunt she was living down in Choctaw Nation. It has been a year since I heard about her.

Q. What place in Choctaw Nation?—A. Down in about—what county is that—that Idabel's in?

Q. McCurtain County?—A. That's the last county I heard of her. That place—

Q. Do you know how far she lived from Idabel? What her post-office address is?—A. No, sir.

Q. Do you know whether she was enrolled?—A. No, sir.

Q. You call her your aunt?—A. Yes, sir.

Q. Was she aunt on your mother or father's side?—A. My father's side.

Q. Do you know who told you that?—A. First one, then another. I paid little attention to it.

Q. Have you been married more than one time?—A. Yes, sir.

Q. What was your husband's name?—A. Charley Swan.

Q. Where did you marry him?—A. At Ardmore.

Q. Do you know what year or what date you married him?—A. I think it was 1903.

Q. Did you get a license?—A. Yes, sir.

Q. Married by a preacher?—A. Yes, sir; married by a preacher.

Q. What was his name?—A. Rev. Hall.

Q. Do you know who were the witnesses?—A. I can't remember who was the witnesses.

Q. What name did you marry Swan under?—A. Under my second father's name.

Q. What was that—Holmes?—A. Yes, sir.

Q. As a matter of fact you were always known from your girlhood up to the time you were married to Swan as Emily Holmes?—A. Yes, sir.

Q. You never were known by the name of Allen? Never told that was your name?—A. No, sir; never what I was told.

Q. You never went by the name of Allen at any time?—A. No, sir.

Q. How long did you live with Swan?—A. Until the following year. He died.

Q. Where did he die?—A. He got killed at Ardmore.

Q. Did you live in the town of Ardmore?—A. In the country—7 or 8 miles west on a farm.

Q. Whose farm?—A. Native persons. I think his name was Humley, or Humby—something like that.

Q. Did you stay there after your husband died?—A. No, sir.

Q. Did your husband have any brothers?—A. Yes, sir. He had a brother.

Q. What was his name?—A. He had one brother. His name was Lewis Swan.

Q. Where did he live?—A. In town.

Q. Where is he now?—A. Haven't heard from him since I left there.

Q. What was his occupation?—A. Nothing much.

Q. Gambling?—A. I don't know what he did.

Q. Bootlegging?—A. Not as I know. Don't know what he did.

Q. Did he have any sisters?—A. If he did I didn't know it.

Q. Have you any children? Any children by Swan?—A. No, sir.

Q. After Swan died who was your next husband?—A. The one I have got now.

Q. When did you marry him?—A. Married him the following year after he died.

Q. Do you know what year?—A. I married Charley in 1903. He died 1904. About 1905 I married this other fellow.

Q. What was his name?—A. Collumbus Mills.

Q. You married here in the city?—A. No; Oklahoma City.

Q. Married by license?—A. Yes, sir.

Q. Who married you—a preacher?—A. Yes, sir.

Q. Do you know the name of the preacher?—A. No, sir.

Q. Do you know the number of the house where you were married?—A. No, sir; I don't.

Q. Don't know whose residence it was?—A. Where I was married at?

Q. Yes.—A. The preacher had a barber shop, and we were married in a little old back room; the only thing I can tell you about it. Had a barber shop in front.

Q. Do you know what street it was on?—A. No, sir; I don't.

Q. You have been living with this husband ever since?—A. Yes, sir.

Q. How many children have you?—A. I have one.

Q. What is the name of that child?—A. Mary Mills.

Q. Do you know the date of her birth?—A. Near as I can come at it, I suppose—I married him in 1903, and she was born in 19—. Well, I can't tell what year my child was born. I married him in 1905—this one I got now. In 1906, the following year, my child was born.

Q. Have you had any other children?—A. No, sir.

Q. How about this Lonnie?—A. Dead, right after it was born.

Q. Do you know what year that was?—A. My kids followed pretty close. Mary born in 1905. About 1907 I had that other one.

Q. You have furnished the affidavits of G. W. Wilson and Nelson T. Tolbert in support of your petition filed by Webster Ballinger. How long has Mr. Wilson known you?—A. I have known Mr. Wilson a long, long time.

Q. What do you mean by long, long time?—A. I guess ever since I can remember I got acquainted with him.

Q. Living in Idabel?—A. No, sir; down near there. In the country down there.

Q. Did he know your mother?—A. I couldn't tell.

Q. Do you remember him down there?—A. Yes, sir.

Q. How long have you known Nelson Tolbert?—A. I been knowing him since I been getting big enough to know him; I know old grandpa. I always called him grandpa. Grandpa Tolliver.

Q. Do you know whether Wilson knew your father?—A. No, I don't know.

Q. Do you know whether Tolbert knew your father?—A. I suppose he did; I don't know.

Q. Do you know whether your mother ever applied for enrollment as Choctaw freedman?—A. No, I don't know that.

Q. Do you know whether she died prior to the time they were being enrolled by the Dawes Commission?—A. I don't know that.

Q. Do you suppose that you were 6 or 8 years old when your mother died?—
A. I suppose so, by me remembering her. To tell the truth I remember my mother all right. Remember her color.

Q. I show you a photograph attached to your petition for enrollment, filed by Mr. Webster Ballinger. Is that your picture?—A. Yes, that's my picture. Looks better than I look.

Q. Who was it who told you to fix your hair that way, so that it shows how straight and long it is?—A. The people what went up to have their pictures taken. They came by. I said "Where you all going?" They said, "Come along and have your picture taken."

Q. Did you have to pay any person to fix up these papers for you?—A. Did I have to pay for having these pictures taken?

Q. No, these papers?—A. Yes, sir, we paid.

Q. To whom did you pay the money? And how much did you pay?—A. To tell you the truth I don't just remember what I did pay. Remember I did pay something, but don't remember what it was.

Q. The papers were signed before Chas. E. Guthrie?—A. That's the man I paid it to. The man that did the stenographer's work. I gave him some money, but I don't just remember what I gave him.

Q. Don't you remember how much?—A. I handed him a \$5 bill and I don't just remember what he handed me back out of that \$5 bill.

Q. Did you promise to pay him or any other person anything in addition?—
A. No, sir. I never made any promise.

Q. Did you sign any contract to pay anything in case this application was allowed?—A. No, sir.

Q. This man Guthrie, is he a white man?—A. Yes, sir.

Q. Is he the man who first saw you about making this application?—A. I never saw him until I went to that place, until I went to Okemah that day.

Q. You went, then, to see Mr. Rodkey and you found Mr. Guthrie there?—A. Yes, sir.

Q. Where did he make out this petition, at Okemah?—A. Yes, sir. I suppose he did. I went to see him down there.

Q. That is where you signed these papers?—A. Yes, sir.

Q. Did you see Mr. Guthrie in Tulsa?—A. I never met Mr. Guthrie here in Tulsa.

Q. That is all the money that you have paid out? What you told me?—
A. Yes, sir.

Q. No other sum was demanded of you?—A. No other sum demanded.

Q. Do you know whether you signed any other kind of a contract?—A. I signed something—

Q. Was it read to you?—A. Yes, sir.

Q. What was the nature of the paper?—A. It was about trying to get my rights.

Q. Were you given a copy of it?—A. No, sir.

Q. Do you know where your mother was born?—A. When?

Q. No. Where was she born?—A. Down in the Nation, I suppose.

Q. You don't know?—A. I don't know, to tell the truth.

Q. Do you know where your father was born?—A. No, sir, I do not.

Q. Do you know how long your mother was a resident of the Choctaw Nation?—A. No, sir, I do not.

Q. Do you know how long your father was a resident of the Choctaw Nation?—A. No, sir, I don't.

Q. Do you know whether either one was a slave?—A. No, sir, I don't.

Witness excused.

STATE OF OKLAHOMA,
County of Tulsa, ss.

Mildred W. Kelsey, being first duly sworn, states that as stenographer to the national attorney for the Choctaw Nation, she reported the proceedings in the above entitled cause on the 17th day of November, 1915, and that the foregoing is a true and correct transcript of her stenographic notes thereof.

MILDRED W. KELSEY.

Subscribed and sworn to before me this 3d day of December, 1915.

[SEAL.]

FARRAR SMITH,
Notary Public.

[My commission expires Sept. 9, 1918.]

DEPARTMENT OF THE INTERIOR.
OFFICE OF THE SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Tulsa, Okla., November 27, 1915.

In the matter of the application for enrollment of Emily Mills, nee Allen, as a Choctaw freedman.

Nelson Tolbert, being first duly sworn by Mildred W. Kelsey, a notary public in and for the county of Tulsa, State of Oklahoma, on oath testified as follows:

Examination by Mr. P. J. HURLEY:

Q. What is your name?—A. Nelson Tolbert.

Q. How old are you?—A. 58 years old last January.

Q. Do you know Emily Mills, nee Allen?—A. Yes, sir; I know them and her mother.

Q. Who was her mother?—A. All I do know. That's all I do know. I start that right at the jump.

Q. Her father was Bart Allen? Was her father Bart Allen and her mother Mary Allen?—A. That is all I know about them.

Q. Where did her parents live?—A. I couldn't tell what town they lived in. They lived about.

Q. Do you know where they lived in the Choctaw Nation?—A. I know they was in the Choctaw Nation. I don't know whereabouts.

Q. Who told you they were in the Choctaw Nation?—A. I seen them there.

Q. When?—A. I couldn't tell just how long ago it has been. Good long time ago.

Q. Do you know whether any of their relatives are enrolled as Choctaw citizens?—A. I don't know. I just tell you—

Q. How long ago has it been since they lived in the Choctaw Nation?—A. I don't know.

Q. Where did they live in the Choctaw Nation?—A. I don't know exactly what town; they lived close by. Didn't live in town, as far as I can remember now. Don't know whereabouts they lived.

Q. How old were you when you knew them?—A. I guess I was about 27 or 28.

Q. Where were you living in the Choctaw Nation?—A. I was in the country, wouldn't live in town.

Q. What river or creek did you live by?—A. Little creek they called Boggy where I was living at that time.

Q. Clear Boggy or Muddy Boggy?—A. I believe it was called Muddy Boggy.

Q. There ort two creeks, one called Clear Boggy and one called Muddy Boggy?—A. Muddy Boggy is the one.

Q. What town does Muddy Boggy run by?—A. I don't know.

Q. Where did you do your trading? Where did you buy your groceries?—A. Caddo.

Q. Then you claim these people lived close to Caddo?—A. Guess that must have been the town I traded at.

Q. Do you know when they left the Choctaw Nation?—A. No, sir.

Q. Would you swear that you knew when they left the Choctaw Nation?—A. No, sir.

Q. When did you leave the Choctaw Nation?—A. I couldn't tell what year I left the Choctaw Nation. Good while I have been in Creek Nation—I have been in Creek Nation 12 or 14 years.

Q. Where did you live before you came to the Creek Nation?—A. I come from down below Caddo.

Q. In the Choctaw Nation or Texas?—A. In the Choctaw Nation.

Q. How long had you lived below Caddo?—A. I don't know how many years.

Q. You said you lived there when you were 27 years old; did you stay there until you came to the Creek Nation?—A. That's what I did. I have been here in this nation 14 years, in this nation. Don't know how many years back to make just how long I stayed in the Choctaw Nation at that time.

Q. You are 58 years old now?—A. And 15 from 58—

Q. Would be 43 when you left the Choctaw Nation, and you had lived at Caddo from the time you were 27 until you were 43?—A. I lived around Caddo quite a while.

Q. Sixteen years?—A. I don't know how long. I don't know just how long it was.

Q. How long has it been since you knew the Allen people at Caddo?—A. I forgotten that.

Q. Is Emily Allen a white person or a darkey?—A. Emily, she not a white person, because her daddy was not a white man.

- Q. Was her father a negro?—A. Her father was an Indian.
- Q. What was her mother?—A. A half breed.
- Q. Half what else?—A. I don't know what. Negro or white it was.
- Q. Were the parents of Emily Allen ever married?—A. If they was, more than I know. More than I can remember right now.
- Q. Where does Emily Allen live now?—A. Here in Tulsa.
- Q. What was the name of her father?—A. Bart Allen.
- Q. What relation are you to Emily Allen?—A. Who? Me? I don't know.
- Q. Does she call you grandpa?—A. If she do, just a nickname.
- Q. You say she lived at Caddo? That she lived at Caddo when you knew her?—A. Yes, sir.
- Q. How would you explain it if she said she lived at Idabel?—A. Well, it might have been. I knew her at Caddo. I knew her at both places.
- Q. Was her mother married twice?—A. I don't know whether she was married twice or not.
- Q. As a matter of fact, Emma Allen's name was not Allen at all?—A. Yes, sir.
- Q. Are you sure of that?—A. What the old folks said.
- Q. Who told you that?—A. Her mother.
- Q. Did she have a stepmother?—A. Had a stepfather.
- Q. Married to a negro? Is she married to a negro?—A. Yes, sir.
- Q. Does she live with negroes all the time?—A. Yes, sir.
- Q. Did her mother live with negroes all the time?—A. Yes, sir.
- Q. Do you know Kizzie Allen?—A. Kizzie Allen. I know of her. I don't think I know her; don't know her personally.
- Q. Was she an Indian or negro?—A. I don't know.
- Q. You don't know whether her mother was an Indian or negro?—A. I told you her mother was half-breed negro—half breed and half Indian.
- Q. Who told you?—A. She said so.
- Q. What was her father?—A. Full-blood Indian?
- Q. Who told you he was a full-blood Indian? A full-blood Creek?—A. A full-blood Choctaw, not Creek.
- Q. Do you know whether her father and mother were ever married?—A. No more than what I heard them say. They said they were married. Don't know positive.
- Q. How much did she pay you for making this affidavit?—A. Nothing.
- Q. How much is she going to pay you?—A. Never offered me nothing, never charged her nothing.
- Q. You do not know whether these folks are Indian or not, do you?—A. They said they was Indian. Looks like these Indians I see her walking around here—
- Q. You are not in the Choctaw Nation—A. I sees lots of Choctaw men, Indians—
- Q. Who have you seen up here?—A. I don't know their names, not more than a cat. I have seen them here.
- Q. You know they—How do you know they were Choctaw Indians?—A. I know by their looks.
- Q. Do you know the difference between Choctaws, Chickasaws, Cherokees—
- A. If you get them all together I can just show you once.
- Q. Can you speak the Choctaw language?—A. No kind; no more than what I am talking—that what you hear me talking.
- Q. You don't know anything about the parents of this Allen woman, except her mother claimed to be one-half negro—half-breed Indian and half negro?—
- A. Her father was a full-blood Choctaw.
- Q. What was her father's name?—A. Bart Allen.
- Q. You don't know whether her father and mother were ever married?—A. All I know they said they were married. I didn't see them. They were living together.

Witness excused.

Mildred W. Kelsey, being first duly sworn, states that as stenographer to the national attorney for the Choctaw Nation she reported the proceedings in the above-entitled case on the 27th of November, 1915, and that the foregoing is a true and correct transcript of her stenographic notes thereof.

MILDRED W. KELSEY.

Subscribed and sworn to before me this 4th day of December, 1915.

[SEAL.]

FARRAR SMITH.

[My commission expires Sept. 9, 1918.]

CASE NO. 5.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION, IN RE APPLICATION OF JOHN HARRISON ET AL., FOR ENROLLMENT AS CITIZENS BY BLOOD OF CHOCTAW NATION.

PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF AND FAMILY AND FOR HIS BROTHERS AND SISTERS AND THEIR FAMILIES AS CHOCTAW INDIANS BY BLOOD.

Comes now John Harrison and shows that he is 37 years of age and that he lives at Keefeton, Okla.

That he is a Choctaw Indian by birth, by blood, by descent, and by residence; that he is the son of W. J. Sloan Harrison, who was a Choctaw Indian by blood and a resident of the Choctaw Nation prior to June 28, 1898; and that all the applicants herein mentioned were residents of the Choctaw Nation from their births and have lived either in the Choctaw or Chickasaw Nation.

That the said W. J. Sloan Harrison was the brother of William H. Harrison, whose name appears on the approved roll of Choctaw citizens opposite 7663; and Robert Harrison, who is also enrolled No. 12175.

That on the 6th day of April, 1901, he was duly and lawfully married to Laura Harrison, with whom he still lives; that there was born to this union the following named children, to wit: Henry Harrison, age 14 years; Kenneth Harrison, born December 6, 1902; Benjamin Harrison, born November 1, 1904. Son of W. J. Sloan Harrison.

That the children of Sloan Harrison, for whom he appears in behalf, are Charley Harrison, age 17 years; Randeem Harrison, age 15 years; Willie May Harrison, age 12 years. Daughter of W. J. Sloan Harrison.

That the children of Minnie Bowie, née Hatcher, age 45 years, are Lou Tipton, age 20 years; Johnie Hatcher, age 19 years; Fannie Hatcher, age 18 years; Ada Hatcher, age 17 years; Manda Hatcher, age 15 years. Daughter of W. J. Sloan Harrison.

That the children of Lydia Williams, age 47 years, are Johnson Williams, age 29 years; Jesse Williams, age 27 years; Hattie Robbins, age 22 years; Fannie Thompson, age 20 years; Roxie Flannagin, age 18 years; Harrison Williams, age 16 years; Rosie Record, age 15 years, married to Chas. Record.

Petitioner further shows that his said father, W. J. Sloan Harrison, had lived with the other Choctaw Indians as such and had occupied the public domain as such Choctaw Indian, but that he relied on his residence and Choctaw Indian blood and did not make an application for the enrollment of himself and family until May 23, 1901.

That prior to that date he had gone to the Dawes Commission and told them his circumstances and had been rebuffed and told that he must do things like other applicants and that his family, in the enjoyment of their citizenship and the occupation of their home, left all the matters of enrollment to their said father, who refused to make any further fight for his rights than to just make an application, which the Dawes Commission held was too late and that all the decision that he ever received was a "too late" decision, not based on his residence, but on his failure to prove that he was the descendent of a party that had made application to "Col. William Ward" for a reservation in Mississippi, when in truth and fact he had been living in the Choctaw and Chickasaw Nation for the last past 40 years in the full enjoyment of his said rights as a tenant in common with the other Choctaws.

That the record of his application is hereto attached and made a part hereof, marked "Exhibit A." That the following sentence was gratuitously added to said record:

"This applicant has slight appearance of being Indian; is dark skinned, has high cheek bones, straight nose, but his hair is slightly curly at the ends."

Petitioner further shows that their said father was not the only Choctaw Indian whose hair was slightly curly at the ends, and that that was not legal grounds for denying them of their rights as Choctaw Indians.

That this applicant and no member of his said father's family, for whom he makes application, has ever been called on to pay a permit in either the Choctaw or Chickasaw Nation.

That the applicants named herein did work with their said father in making their home on the public domain, and that he had in cultivation 200 acres, with three sets of improvements thereon, which he lived on for 40 years and held

until he died and which these applicants held until it was allotted away from them.

Wherefore petitioner prays that his name, John Harrison, and the names of his said children, Henry, Kenneth, and Benjamin Harrison; also the name of Sloan Harrison and his family, to wit, Charley, Randeem, and Willie Harrison; also the name of Minnie Bowie and her said children, Lou Tipton, Johnie, Fannie, Ada, and Manda Hatcher; also the name of Lydia Williams, his sister, and her children, to wit, Johnson and Jesse Williams, Hattie Rawlins, Fannie Thompson, Roxie Flannigan, and Harrison Williams and Rosie Record, be placed on the approved roll as Choctaw Indians by blood, and that to them and to each of them be given their distributive share of the common property of the Choctaw Tribe of Indians, the same as is given to all other Choctaw Indians by blood.

JOHN HARRISON.

STATE OF OKLAHOMA,

Muskogee County, ss:

John Harrison, being first duly sworn, on oath states that he is the above-named John Harrison; that he has read over the above and foregoing petition and knows the contents thereof, and that the matters and things therein contained are true.

JOHN HARRISON.

Subscribed and sworn to before me this the 5th day of March, 1915. I further certify that I read over the above petition to the affiant, and that he knew the contents thereof, and that he stated that same were true.

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF SLOAN HARRISON, IN SUPPORT OF THE PETITION OF JOHN HARRISON, FOR THE ENROLLMENT OF HIMSELF ET AL., AS CHOCTAW INDIANS.

Comes now Sloan Harrison and shows that he is 39 years of age, and that he lives in Muskogee, Okla., at 803 South Eighth Street.

That he is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of John Harrison, his brother, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof, and that the matters and things therein contained he knows to be true of his own personal knowledge.

That his present home is in Muskogee, but that he has just recently moved to Muskogee, and that prior to that time, which has only been the last past two months, he has lived in the Choctaw and Chickasaw Nations.

SLOAN HARRISON.

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 6th day of March, 1915. I further certify that I read over the above affidavit to the affiant, and that he knew the contents thereof, and that he stated that same was true, and that he has the identical person named therein as affiant.

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF MINNIE BOWIE, NÉE HATCHER, NÉE HARRISON, IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Minnie Bowie, née Hatcher, née Harrison, and shows that she is 40 years of age, and that she lives at No. 818½ South Second Street, Muskogee, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of her brother, John Harrison, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof and that the matters and things contained therein are true.

That on the 20th day of December, 1905, she was duly and lawfully married to Mose Bowie, with whom she still lives.

That prior to this said marriage she was the legal wife of Henry Thatcher, to which union the following named children were born: Lou Tipton, age 20 years; Johnie Hatcher, age 19 years; Fannie Hatcher, age 18 years; Ada Hatcher, aged 17 years; Manda Hatcher, aged 15 years.

That all of said children are alive and all the minors live with applicant at the above-stated place of residence.

Petitioner further shows that she, with the other members of her said father's family, were all born and raised on the public domain with all the rights and privileges of other Choctaw Indians; that they all depended on their said father to enroll the family, which he was slow about doing, and was compelled to make an application in 1891 as a Mississippi Choctaw, which included this applicant and her said family, and that the decision was rendered against them because they could not prove that they had complied with the fourteenth article of the treaty of 1830 made between the United States and the Choctaws in Mississippi; when in truth and in fact this applicant and all of her said family were born in the Choctaw and Chickasaw Nations, and had always lived on the public domain and enjoyed all the rights and privileges of other Choctaw Indians, her said father, F. J. Sloan Harrison, having at that time resided in the Choctaw Nation for more than 40 years and had at the time of his death more than 200 acres in cultivation, and as resident Choctaws they were all entitled to enrollment.

That her name and the names of her said children appear in the petition of her said brother, John Harrison, at her request, and that she hereby ratifies and confirms the same.

MINNIE BOWIE (her thumb print).

The name of Minnie Bowie was written by me at her request and in her presence, and mark made by her in my presence.

JULIUS GOLDEN, *Witness to Mark.*

Attest:

M. M. LINDLY, *Witness to Mark.*

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 25th day of March, 1915. I further certify that I read over the above petition to the affiant and that she knew the contents thereof, and that she stated that same was true and that she was the identical person named therein as petitioner.

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF LOU TIPTON, IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Lou Tipton and shows that she is 20 years of age, and that she lives at 705 South Eighth Street, Muskogee, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of John Harrison, her uncle, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to her relationship and residence and the relationship and residence of all the other parties named therein she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said father she has always been taught were true; that she has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts; and that she believes them to be true, and so charges the fact to be.

Petitioner further shows that she has been a minor during all the enrolling period of her said tribe ever since she was born, and that the rolls thereof were closed by the operation of law long prior to her reaching her majority.

That no proper application was made for her in due time and that on account of her minority she was precluded from acting; that she now comes and claims the right due to all minors after they reach their majority to recover what she was deprived of on account of her minority.

That her name appears in the said petition of her said uncle at her request, and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

LOU TIPTON (her thumb print).

The name of Lou Tipton was written by me at her request and in her presence and mark made by her in my presence.

JULIUS GOLDEN,

Witness to Mark.

Attest:

M. M. LINDLY,

Witness to Mark.

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 25th day of March, 1915. I further certify that I read over the above petition to the affiant and that she knows the contents thereof and that she stated that same was true, and that she was the identical person named therein as petitioner.

JULIUS GOLDEN,

Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF FANNIE HATCHER IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Fannie Hatcher and shows that she is 18 years of age and that she lives at No. 818½ South Second, Muskogee, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of John Harrison, her uncle, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to her relationship and residence and the relationship and residence of all the other parties named therein she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said parents she has always been taught were true; that she has also been told that they were true by reliable persons that were well and personally acquainted with the parties and knew the facts, and that she believes them to be and so charges the fact to be.

Petitioner further shows that during the entire enrolling period of her said tribe, since she was born, she was a minor; that she has just reached her majority, and that the rolls have long since been closed by operation of law; that at the time of the passing of said law this applicant was old enough to have been enrolled and allotted, but that no proper petition was made for her in time by her said father; that her said tribe never enrolled her, and the Dawes Commission likewise left her off the rolls, and having reached her majority she now asks to be restored to the property that she was deprived of while she was a minor.

That her name appears in the said petition of her said uncle at her request, and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

FANNIE HATCHER.

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 25th day of March, 1915. I further certify that I read over and fully explained to the affiant the above and foregoing petition and that she knew the contents thereof and that she stated that same was true and that she was the identical person named therein as petitioner.

JULIUS GOLDEN,

Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF LYDIA WILLIAMS IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAWS BY BLOOD.

Comes now Lydia Williams and shows that she is 41 years of age and that she lives at Mead, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition; that the same is shown by the petition of John Harrison, her brother, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained are true.

That she has been recognized as a Choctaw Indian ever since she could remember, having been born and raised in the Choctaw Nation.

That on the — day of —, 1885, she was duly and lawfully married to Sam Williams, with whom she still lives.

That there was born to this union the following named children: Johnson Williams, age 29 years; Jesse Williams, age 27 years; Hattie Robins, age 22 years; Fannie Thompson, age 20 years; Roxie Flannigan, age 18 years; Harrison Williams, age 16 years; Rosa Williams, age 15 years.

That all of the above named children are alive, and that all of them were born and raised in the Choctaw Nation.

That applicant further states that she and all of her said family have always been recognized as Choctaw Indians; that she built her home on the public domain 1 mile northwest of Mead, Okla.

That she and her said husband and family cleared up 80 acres of land and built improvements thereon and lived on same for more than 20 years, when it was allotted away from them.

That the above home joined 200 acres that her said father, W. J. Sloan Harrison, put in cultivation, which he lived on until he died.

That when she made application for enrollment she was too late to be enrolled. That she acted as a citizen, was recognized as a Choctaw citizen, and really thought that she had done all that was necessary for the enrollment of herself and family.

That she now prays that her name and the names of her said children, as stated in the petition of her said brother, John Harrison, be placed on the approved roll of Choctaw citizens by blood, and that to them and to each of them be given their distributive share of the common property of the Choctaw Tribe of Indians as prayed for in said petition.

LYDIA WILLIAMS (her x mark).

STATE OF OKLAHOMA, *County of Bryant, ss:*

Subscribed and sworn to before me this the 26th day of March, 1915. I further certify that I read over and fully explained the contents of the above petition to the affiant and that she knew the contents thereof and that she stated that same was true and that she was the identical person named therein as affiant.

[SEAL.]

G. O. REVES,
Notary Public.

My commission expires January 25, 1919.

SUPPLEMENTAL PETITION OF JOHNSON WILLIAMS IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Johnson Williams and shows that he is 29 years of age, and that he lives at 802 South Eighth Street, Muskogee, Okla., where he has lived for the last past two years; that prior to that time he lived in the Choctaw and Chickasaw Nations, where he was born.

That he is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of John Harrison, his uncle, the brother of this applicant's mother, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all the other parties named therein he knows to be true of his own knowledge; that the matters and things therein contained with reference to the ancestors of his said parents he has

always been taught were true; that he has also been told that they were true by reliable parties that were personally acquainted with the parties and knew the facts, and that he believes them to be true, and so charges the fact to be.

That the reason that his name is not on the final roll of Choctaws is that during the entire enrolling period since he was born he was a minor, and that the roll was closed by operation of law before he reached his majority, although he was old enough to have been enrolled and allotted.

That he is therefore deprived of his share of the common property of his tribe of Indians for the sole reason that he was a minor.

Wherefore petitioner prays that his name, Johnson Williams, be placed on the approved roll of the Choctaw Nation as prayed for in the said petition of his said uncle, which said petition he hereby ratifies and confirms.

JOHNSON WILLIAMS.

STATE OF OKLAHOMA,
Muskogee County, ss:

Subscribed and sworn to before me this, the 19th day of March, 1915. I further certify that I read over said petition to affidavit and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

SUPPLEMENTAL PETITION OF JESSE WILLIAMS IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS BY BLOOD.

Comes now Jesse Williams and shows that he is 27 years of age, and that he lives at 709 South Fourteenth Street, Muskogee, Okla.

That he has lived in Muskogee for the last past three years, and that prior to that time he had always lived in the Choctaw Nation, where he was born.

That he is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of John Harrison, his uncle, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all the other parties named therein, he knows to be true of his own knowledge; that the matter and things therein contained with reference to the ancestors of his said parents, he has always been taught were true; that he has also been told that they were true by reliable persons that they were personally acquainted with the parties and knew the facts, and that he believes them to be true and so charges the fact to be.

That he has been recognized as a Choctaw Indian ever since he could remember, having been born and raised in the Choctaw Nation.

That his name appears in the said petition of his said uncle at his request, and that he hereby ratifies and confirms the same and joins in the prayer thereto appended.

JESSIE WILLIAMS.

STATE OF OKLAHOMA,
Muskogee County, ss.

Subscribed and sworn to before me this the 18th day of March, 1915. I further certify that I read over the above petition to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

_____, *Notary Public.*

SUPPLEMENT PETITION OF HATTIE ROBBINS, NEE WILLIAMS, IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Hattie Robbins and shows that she is 22 years of age, and that she lives at 734 Indianapolis Street, Muskogee, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of John Harrison, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof and that the matters and things therein contained with reference to her relationship and residence and residence and the relationship of all the other parties named therein as descendants of the said John Harrison, she knows to be true of her own knowledge; that the matters and things therein contained with reference to the ancestors of her said father she has always been taught were true; that she has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts, and that she believes them to be true and so charges the fact to be.

That on the 15th day of October, 1908, she was duly and lawfully married to Louis Robbins, with whom she still lives; that they were married at her home in the Choctaw Nation, and that her said husband brought her to Muskogee.

That she has been a recognized Choctaw ever since she could remember, having been born and raised in the Choctaw Nation, on the home of her said mother, Lydia Williams, which she and her husband and her family occupied, and where she lived until it was allotted away from her.

That she was a minor during all the years of the enrolling period of her tribe since she was born, and that long before she reached her majority the rolls were closed by operation of law; that, although she was long past old enough to have been enrolled and allotted, she was neglected by her father, disregarded by her tribe, and omitted by the Dawes Commission; that she is therefore deprived of her distributive share of the common property of her said tribe solely on account of her minority, and she now prays to be restored to the rights then due to her.

That her name appears in the said petition of John Harrison, her uncle, at her request, and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

HATTIE ROBINS.

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 29th day of March, 1915. I further certify that I read over the above petition to the affiant and that she knew the contents thereof and that she stated that same was true and that she was the identical person named therein as petitioner.

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

AFFIDAVIT OF PETER NAIL IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Peter Nail, being first duly sworn, on oath states that he is 67 years of age, and that he lives at Wagoner, Okla.

That he is well and personally acquainted with all the applicants and know them to be Choctaw Indians by descent, by blood, and by residence.

That the applicants are the children of W. J. Sloan Harrison, who always claimed to be a half-blood Choctaw Indian.

That he lived right close to the line of the Choctaw and Chickasaw Nations until he died, and that he always lived on a home of his own on the public domain, which he held as a Choctaw Indian.

That after allotment this place was allotted to other parties because the Dawes Commission refused to enroll him.

All that I know about this that the applicant, W. J. Sloan Harrison, told me that they wanted to enroll him as a freedman and that he refused to accept it and they turned him down.

Affiant further states that he knows from other parties that these applicants had been living there in the Choctaw Nation a long time before he knew them personally and that he has known them personally for the last 16 years.

PETER NAIL (his thumb print).

The name of Peter Nail was written by me at his request and in his presence and mark made by him in my presence.

Attest:

JULIUS GOLDEN, *Witness to Mark.*

M. M. LINDLY, *Witness to Mark.*

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this the 4th day of March, 1915. I further certify that I read over and fully explained the contents of the above and foregoing affidavit to the affiant and that he knew the contents thereof and that he stated that the same was true and that he was the identical person, named therein as affiant.

JULIUS GOLDEN, *Notary Public.*

My commission expires June 2, 1917.

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF JOHN SLOAN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Now comes Alec Nail, who being first duly sworn on oath states: That he is 72 years of age, that his home is 3 miles west from Boggy Depot, Okla.

That he is well and personally acquainted with the applicants and that he has known them in a way all their lives; that he has not personally known them all the time, but that he did know their father since the convention at Old Boggy Depot, in 1869; that they both attended the said convention together and that they have since lived a long distance apart but have met often enough to keep up a personal acquaintance with the father of the said applicants. He was W. J. Sloan Harrison. The reason that I kept up so close a personal acquaintance with him was that his trading point was Durant, Okla., and I lived in Durant.

That it is for this reason that I knew him so much better than I did his family. Sometimes he had some of them with him and more often he came alone or with just his wife, Mahaley.

I have been to his house and know that he had his own home on the public domain, the same as the other Choctaw Indians, and that he lived there until he died.

No one ever was heard to dispute his right as a Choctaw Indian and he held land just the same as the other Choctaws and was so recognized.

This continued until after allotment, and then he lost his farm because he was not enrolled. All I know about his making an application is what he told me, and that he said he made his application by blood, and for the reason that he had some negro blood in him, the commission wanted to put him on the freedmen roll, and he would not stand for it and the commission denied him.

ALEC NAIL (his thumb print).

The name of Alec Nail was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN, *witness to mark.*

Attest:

M. M. LINDLEY, *witness to mark.*

STATE OF OKLAHOMA,

Muskogee County, ss:

Subscribed and sworn to before me this, the 4th day of March, 1915. I further certify that I read over the above and foregoing petition to the affiant, and that he knew the contents thereof, and that he stated that same was true, and that he was the identical person named therein as affiant.

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re application of John Harrison et al. for enrollment as citizens by blood of the Choctaw Nation.

A copy of a petition was served upon me by Mr. Webster Ballinger, an attorney at law of Washington, D. C., as attorney for John Harrison et al., who claim right to enrollment as citizens by blood of the Choctaw Nation. In his petition John Harrison alleges that he and his family were applicants for enrollment as citizens of the Choctaw Nation at the time the rolls of citizenship were being prepared by the Dawes Commission; that their application was denied for the reason that same was filed "too late."

An examination of the record in this case discloses that John Harrison and all the applicants whose names appear in the copy of the petition served upon me by Mr. Ballinger were applicants for enrollment as Mississippi Choctaw citizens of the Choctaw Nation. To show the action taken in the various cases, I am attaching hereto photographic copies of census cards Nos. R2257, R4138, and R3834, marked "Exhibits A, B, and C, respectively. The rights of all the applicants in these cases were considered in case No. R2257. It appears that after full consideration the Commissioners to the Five Civilized Tribes rendered a decision in this case on July 22, 1902. A portion of said decision is as follows:

"It further appears from the evidence submitted in support of said applications and from the records in the possession of the commission, that no one of said applicants has ever been enrolled by the Choctaw tribal authorities as a member of the Choctaw Tribe or admitted to Choctaw citizenship by a duly constituted court or committee of the Cherokee Nation, or by the Commission to the Five Civilized Tribes, or by a decree of the United States court in Indian Territory, under the provisions of the act of Congress approved June 10, 1896 (29 Stats., 321).

"It does not appear from the testimony and evidence offered in support of said applications, or from the records in the possession of the commission relating to persons who complied or attempted to comply with the provisions of said article 14 of the treaty of 1830, and to persons who heretofore were claimants thereunder, that the said W. J. Sloan Harrison, or any of the applicants herein, signified (in person or by proxy) to Col. Wm. Ward, Indian agent, Choctaw Agency, an intention to comply with the provisions of said article 14, or presented a claim to rights thereunder to either of the commissions authorized to adjudicate such claims by the acts of Congress approved March 3, 1837" (5 Stats., 180) and August 23, 1842 (Stats., 513).

A complete and certified copy of the decision from which the above is quoted is attached hereto, marked Exhibit "C2."

The evidence in the above case shows that these applicants claim to have emigrated from Alabama to Texas, and finally emigrated from Texas to Indian Territory. The evidence shows that W. J. Sloan Harrison, the first, is alleged by his descendants to have been a full-blood Choctaw Indian; that his wife, Lydia Harrison, was a negress; that W. J. Sloan Harrison, the second, was half negro and half Indian; that his wife, Mahala Harrison, was a negress. The children of W. J. Sloan Harrison, the second, and Mahala Harrison would therefore be three-fourths negro blood. All of the children of this marriage appear to have married negroes. Their children would therefore be seven-eighths negro blood. I am attaching hereto a photographic copy of a diagram showing the relationship of the applicants in this case and their alleged degree of Indian blood, same being marked "Exhibit D."

The only evidence of Indian blood is contained in the testimony of the chief claimant, who made the uncorroborated statement that W. J. Sloan Harrison, the first, was a Choctaw Indian and resided in Alabama. These applicants claimed as Mississippi Choctaws less than full blood, and as such claimants they were required to prove that their ancestors complied or attempted to comply with the requirements of the fourteenth article of the treaty of 1830. This proof they could not furnish, nor could the Indian Office find any evidence in the record that the ancestors of these claimants had ever made any claim to citizenship in the Choctaw Nation, or had ever complied or attempted to comply with the requirements of the fourteenth article of the treaty of 1830. There was no credible evidence that the applicants possessed any Indian blood, but if they did possess Mississippi Choctaw blood, as claimed by them, they were not entitled, under the law, to enrollment in the Choctaw Nation for the reason

that they had no evidence to offer to show that they were Mississippi Choctaws, to whom the right to reaffiliate with the Choctaw Nation west had been reserved by the provisions of the fourteenth article of the treaty of 1830. Under these circumstances the commission could not have justly done otherwise than to have rendered a decision denying their application, which decision was, as stated above, rendered on the 22d day of July, 1902.

The petition offered by Mr. Ballinger for John Harrison et al. is at variance with the facts shown by the records of the office in the case in which John Harrison et al. were applicants for enrollment. The latest petition filed, however, is corroborated by the redoubtable Alec Nail, the old negro who signs his name by mark and who has faithfully served Mr. Ballinger and his associates as a professional witness in the corroboration of the statements taken in most every petition filed by Mr. Ballinger and his associates for persons claiming enrollment as citizens of the Choctaw Nation. Alec Nail's affidavit in this case is as follows:

"NO. 5. CHOCTAW BY BLOOD. AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF JOHN HARRISON FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

"Comes now Alec Nail, who, being first duly sworn, on oath states that he is 72 years of age; that his home is 3 miles west from Boggy Depot, Okla.

"That he is well and personally acquainted with the applicants and that he has known them, in a way, all their lives; that he has not personally known them all the time, but that he did know their father since the convention at Old Boggy Depot, in 1869; that they both attended the said convention together and that they have since lived a long distance apart but have met often enough to keep up a personal acquaintance with the father of the said applicants. He was W. J. Sloan Harrison. The reason that I kept up so close a personal acquaintance with him was that his trading point was Durant, Okla., and I lived in Durant.

"That it is for this reason that I knew him so much better than I did his family. Sometimes he had some of them with him and more often he came alone or with just his wife Mahaley.

"I have been to his house and know that he had his own home on the public domain the same as the other Choctaw Indians and that he lived there until he died.

"No one ever was heard to dispute his right as a Choctaw Indian and he held land just the same as the other Choctaws and was so recognized.

"This continued until after allotment and then he lost his farm because he was not enrolled. All I know about his making an application is what he told me and that he said he made his application by blood and for the reason that he had some negro blood in him, the commission wanted to put him on the Freedmen roll, and he would not stand for it and the commission denied him.

"ALEC NAIL (his thumb print)."

"The name of Alec Nail was written by me at his request and in his presence and mark made by him in my presence.

"JULIUS GOLDEN, *Witness to mark.*

"M. M. LINDLY, *Witness to mark.*"

"Attest:

"STATE OF OKLAHOMA,
Muskogee County, ss:

"Subscribed and sworn to before me this the 4th day of March, 1915; I further certify that I read over and fully explained the contents of the above and foregoing affidavit to the affiant and that he knew the contents thereof and that he stated that the same was true and that he was the identical person named therein as affiant.

"JULIUS GOLDEN,
"Notary Public."

"My commission expires June 2, 1917."

Alec Nail's affidavit in this matter is supported by the affidavit of his brother, Peter Nail, who swears as fluently as Alec, and signs his affidavits by mark. In testifying before Mr. William L. Bowie, an officer of the Interior

Department, at Muskogee, Okla., on July 31, 1915, after hearing his affidavit read Alec Nail was asked:

"Q. What have you to say about this; do you know these persons?—A. I am better acquainted with them since I have been in Muskogee. The old man was half Indian and half negro.

"Q. Old man Harrison claimed to be?—A. Half brother of Robert, William, and John Harrison, and I know them to be Indians and they claimed to be related to them.

"Q. Did you know this person who represented himself to be John Harrison named in the application for enrollment?—A. I expect I knew him.

"Q. But you can not place him right now?—A. I guess I would know him.

"Q. Did you know him before you met him at the time he made this application?—A. Not to have identified him; I met the old man when I lived at Durant.

"Q. You mean these boys' father?—A. Yes, sir.

"Q. What was the name of their father?—A. John Harrison or Sloan.

"Q. You mean his surname was Sloan?—A. No; Harrison.

"Q. Did they call him Sloan Harrison?—A. Yes, sir, and sometimes old man Harrison.

"Q. Did you know enough about this man Harrison to testify as to who his parents were?—A. No, sir; my brother knew him; he was over here.

"Q. Your brother is Peter Nail?—A. Yes, sir.

"Q. Were you ever at the home of the father?—A. Yes, sir; I have passed there a time or two.

"Q. Was you ever at the home of the applicant in this case, John Harrison?—A. No, sir; I don't know whether these young children had any home or not. The Choctaws just recognized them.

"Q. You never had then a close personal acquaintance with the father of this applicant?—A. No, sir.

"Q. Was this applicant, John Harrison, a negro?—A. Yes, sir; sure.

"Q. What is his color?—A. About mine, dark bay.

"Q. What convention was it that met in 1869 at Boggy Depot?—A. That was when the Government sent Maj. Armstrong out there.

"Q. Could you say that you met the father of this applicant at that convention?—A. I don't remember.

"Q. You do not remember whether you made such a statement?—A. No, sir; I don't.

"Q. You do not remember whether the name of the father of these applicants was W. J. Sloan Harrison?—A. No, sir; I don't know; they claimed to be his children.

"Q. You do not really know whether the full and correct name of the Harrison you know was W. J. Sloan Harrison; you do not know whether this is his correct name or not?—A. No, sir; I don't; they are Texas folks.

"Q. Texas folks?—A. Yes, sir.

"Q. Was the man that you have in mind, as the father of John Harrison, a negro?—A. No, sir; kind of an Indian-looking negro—about like my color."

It will be noted in the affidavit and the testimony of Alec Nail, and in the affidavit of Peter Nail, that W. J. Sloan Harrison, the second, was a recognized member of the Choctaw Nation, and held land the same as other Choctaws, and enjoyed all the privileges of Choctaw citizenship. At Atoka, Ind. T., on the 28th day of May, 1901, W. J. Sloan Harrison, the second, appeared in person and testified. A part of his testimony is as follows:

"Q. Have you ever been admitted to citizenship in the Choctaw Nation by the Choctaw tribal authorities, the Commission to the Five Civilized Tribes, or by judgment of the United States court in Indian Territory?—A. No, I aint been before them to have anything carried on like that."

Again in the same testimony the witness was asked:

"Q. Have you ever received any benefits as a Choctaw Indian?—A. No; just been working like the rest of them.

"Q. Do you know what benefits mean?—A. I suppose you mean owning this land and using it.

"Q. Or moneys?—A. No, I haven't got any money.

"Q. Nor land?—A. No."

Again in the same testimony:

"Q. Have any of your ancestors ever received any benefits as Chotcaw Indians?—A. No."

This testimony appears in case No. R2257, in re application of W. J. Sloan Harrison, et al. A complete and certified copy of said testimony is attached

hereto and marked "Exhibit E." This testimony is not only conclusive in showing that the Commission to the Five Civilized Tribes did not err when it denied the rights of citizenship to the applicants in this case, but it also shows that the affidavits of Alec and Peter Nail, submitted by Mr. Ballinger in support of the petition now presented for the claimants, are false.

On August 10, 1915, John Harrison, who is now the chief applicant in this case, appeared before Mr. William L. Bowie, an officer of the Interior Department, and rendered full testimony in regard to his application, a copy of which testimony is attached here and marked "Exhibit F." This testimony is very interesting and shows clearly that the applicant is without legal, equitable, or moral right to enrollment as a citizen of the Choctaw Nation. To show the unreliability of the evidence, I need refer to only one feature. The witness testified as follows:

"Q. How many brothers did you say your father had?—A. Two is all that I know.

"Q. Name these two again.—A. Robert and William—I don't know for certain, only what I have been taught."

He later testifies that it is his understanding that William and Robert Harrison are half brothers to his father, having the same father and different mothers. The enrollment records in the Indian Office show that the father of Robert and William Harrison was Zadoc Harrison. The records show that Zadoc Harrison was a full-blood Choctaw; that Robert, William, and John Harrison, his sons, who are referred to in these papers, are half Choctaw and half white. The records, when compared with the testimony, show that the claim of relationship to the Harrisons who are now on the rolls, made by these applicants, is a pure fabrication. No such relationship exists.

In connection with this petition I refer also to petition No. 26, which is an application made by Angie Flanagan for enrollment as a citizen by blood of the Choctaw Nation. This petition was also submitted by Mr. Webster Ballinger, as attorney for the claimant. Angie Flanagan is a daughter of Annie Ruth, who is shown by "Exhibit D" to be a granddaughter of W. J. Sloan Harrison, the second, and was denied enrollment as a Mississippi Choctaw in the case of W. J. Sloan Harrison, et al. M. C. R. 2257. The facts and argument presented in the John Harrison case are applicable to the petition of this claimant.

P. J. HURLEY,

National Attorney for the Choctaw Nation.

Choctaw Nation; Sterrett, I. T.; Mississippi Choctaw Indians; field No. R. 2257.

(Stamped: Refused. Rejected.)

Name.	Relation- ship to person first named.	Age.	Sex.	Blood.	Tribal enrollment of parents.	
					Name of father.	Name of mother.
1. Harrison, W. J. Sloan.		65	M.	$\frac{1}{2}$	Sloan, Harrison (dead), claim Choctaw.	Lydia Sanders, non-citizen.
2. Harrison, Mahala.		45	F.	I. W.	George Walker (dead), noncitizen.	Jane Walker (dead), noncitizen.

Refer to M. C. R. 3832-3833-3834-3835-4112-4137-4138.

Decision rendered July 22, 1902.

Decision prepared June 13, 1902 (see testimony of May 23, 1901).

Record forwarded the department July 22, 1902.

Notice of decision forwarded applicant July 22, 1902.

Notice of decision mailed attorneys for Choctaw and Chickasaw Nations, July 22, 1902.

The application of the several persons herein for identification as Mississippi Choctaws refused in the decision in the case of W. J. Sloan Harrison et al., M. C. R. 2257 forwarded the Secretary of the Interior July 22, 1902.

Action approved by Secretary of Interior October 23, 1902.

Notice of departmental action mailed applicant November 8, 1902.

Notice of departmental action forwarded to attorneys for Choctaw and Chickasaw Nations November 8, 1902.

Choctaw Nation; Sterrett, Ind. T.; Mississippi Choctaw Indians; field No. R. 4138.

(Stamped: Refused. Rejected.)

Name.	Relation- ship to person first named.	Age.	Sex.	Blood.	Tribal enrollment of parents.	
					Name of father.	Name of mother.
1. Harrison, John.....		23	M.	$\frac{1}{4}$	Stone Harrison, claim Choctaw.	Mahala Harrison, non- citizen.
2. Harrison, Henry.....	Son.....	16	M.	$\frac{1}{8}$	No. 1.....	Laura Harrison, non- citizen.

¹ Months.

Refer to M. C. R. 2257.

Decision prepared June 13, 1902.

Decision rendered July 22, 1902.

Record forwarded department July 22, 1902 (see testimony of November 21, 1901).

Notice of decision forwarded applicant July 22, 1902.

Notice of decision mailed attorneys for Choctaw and Chickasaw Nations July 22, 1902.

The application of the several persons herein for identification as Mississippi Choctaws refused in the decision in the case of W. J. Sloan Harrison et al., M. C. R. 2257. Forwarded the Secretary of the Interior July 22, 1902.

Action approved by Secretary of Interior October 23, 1902.

Notice of departmental action mailed applicant November 8, 1902.

Notice of departmental action forwarded attorneys for Choctaw and Chickasaw Nations November 8, 1902.

Stamped: Refused. Rejected.

Choctaw Nation; Sterritt, Ind. T.; Mississippi Choctaw Indians; field No. R. 3834.

Name.	Relation- ship to person first named.	Age.	Sex.	Blood.	Tribal enrollment of parents.	
					Name of father.	Name of mother.
1. Ruth, Annie.....		34	F.	$\frac{1}{4}$	Sloan Harrison, claim Choctaw.	Mahala Harrison, non- citizen.
2. Ruth, Louisa.....	Daughter.	17	F.	$\frac{1}{8}$	Jim Ruth, noncitizen.	No. 1.
3. Ruth, Ella.....	do.....	16	F.	$\frac{1}{8}$	do.....	Do.
4. Ruth, James.....	Son.....	14	M.	$\frac{1}{8}$	do.....	Do.
5. Ruth, Angie.....	Daughter.	12	F.	$\frac{1}{8}$	do.....	Do.
6. Ruth, Viola.....	do.....	11	F.	$\frac{1}{8}$	do.....	Do.
7. Ruth, George.....	Son.....	8	M.	$\frac{1}{8}$	do.....	Do.
8. Ruth, Louisiana.....	Daughter.	6	F.	$\frac{1}{8}$	do.....	Do.
9. Ruth, Haley.....	do.....	4	F.	$\frac{1}{8}$	do.....	Do.
10. Ruth, John.....	Son.....	1	M.	$\frac{1}{8}$	do.....	Do.

Record forwarded department, July 22, 1902.

Decision rendered July 22, 1902.

Refer to M. C. R. 2257.

Decision prepared June 13, 1902. (See testimony of Oct. 25, 1901.)

Notice of decision forwarded applicant July 22, 1902.

Notice of decision mailed attorneys for Choctaw and Chickasaw Nations July 22, 1902.

The application of the several persons herein for identification as Mississippi Choctaws refused in the decision in the case of W. J. Sloan, Harrison et al., M. C. R. 2257. Forwarded the Secretary of the Interior July 22, 1902.

Action approved by Secretary of Interior, Oct. 23, 1902.

Notice of departmental action mailed applicant, Nov. 8, 1902.

Notice of departmental action forwarded attorneys for Choctaw and Chickasaw Nations, Nov. 8, 1902.

EXHIBIT C2.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES.

In the matter of the application of W. J. Sloan Harrison, et al., for identification as Mississippi Choctaws, consolidating the applications of W. J. Sloan Harrison, et al., M. C. R. 2257; Joe Harrison, et al., M. C. R. 3832; Lydie Williams, et al., M. C. R. 3833; Annie Ruth, et al., M. C. R. 3834; Louisa Hatcher, et al., M. C. R. 3835; Stone Harrison, et al., M. C. R. 4112; Ella Hatcher, et al., M. C. R. 4137; John Harrison, et al., M. C. R. 4138.

DECISION.

It appears from the record herein that applications for identification as Mississippi Choctaws were made to this commission by W. J. Sloan Harrison for himself; by Joe Harrison for himself and his minor child, Maggie Dell Harrison; by Lydia Williams for herself and her eight minor children, Johnson, Jesse, Hattie, Finney, Roxana, Rosie, Sloan Harrison, and Mamie Williams; by Annie Ruth for herself and her nine minor children, Louisa, Ella, James, Angie, Viola, George, Louisiana, Haley, and John Ruth; by Louisa Hatcher for herself and her three minor children, Finney, Ada, and Mandy Hatcher; by Sloan Harrison for himself and his two minor children, Charlie, and Randy Harrison; by Ella Hatcher for herself and her four minor children, Lula, Mollie, Dollie, and Myrtle Hatcher; by John Harrison for himself and his minor child, Henry Harrison; and by W. J. Sloan Harrison for the identification of his wife, Mahala Harrison, as an intermarried Mississippi Choctaw, under the following provision of the act of Congress approved June 28, 1898 (30 Stats., 495):

"Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the treaty between the United States and the Choctaw Nation, concluded September twenty-seventh, eighteen hundred and thirty, and to that end may administer oaths, examine witnesses, and perform all other acts necessary thereto, and make report to the Secretary of the Interior."

It also appears that all of said applicants claim rights in the Choctaw lands under article 14 of the treaty between the United States and the Choctaw Nation, concluded September 27, 1830, by reason of being descendants of one W. J. Sloan Harrison, who is alleged to have been a full-blood Choctaw Indian and to have resided in Mississippi in 1830.

It further appears from the evidence submitted in support of said applications, and from the records in the possession of the commission, that no one of said applicants has ever been enrolled by the Choctaw tribal authorities as a member of the Choctaw Tribe, or admitted to Choctaw citizenship by a duly constituted court or committee of the Choctaw Nation, or by the Commission to the Five Civilized Tribes, or by a decree of the United States Court in Indian Territory, under the provisions of the act of Congress approved June 10, 1896 (29 Stats., 321).

It does not appear from the testimony and evidence offered in support of said applications, or from the records in the possession of the commission relating to persons who complied or attempted to comply with the provisions of said article 14 of the treaty of 1830, and to persons who heretofore were claimants thereunder, that the said W. J. Sloan Harrison, or any of the applicants herein, signified (in person or by proxy) to Col. William Ward, Indian agent, Choctaw Agency, an intention to comply with the provisions of said article 14, or presented a claim to rights thereunder to either of the commissions authorized to adjudicate such claims by the acts of Congress approved March 3, 1837 (5 Stats., 180), and August 23, 1842 (5 Stats., 513).

It is, therefore, the opinion of this commission that the evidence herein is insufficient to determine the identity of W. J. Sloan Harrison, Joe Harrison, Maggie Dell Harrison, Lydia Williams, Johnson Williams, Jesse Williams, Hattie Williams, Finney Williams, Roxana Williams, Rosie Williams, Sloan Harrison Williams, Mamie Williams, Annie Ruth, Louisa Ruth, Ella Ruth, James Ruth, Angie Ruth, Viola Ruth, George Ruth, Louisiana Ruth, Haley Ruth, John Ruth, Louisa Hatcher, Finney Hatcher, Ada Hatcher, Mandy Hatcher, Sloan Harrison, Charlie Harrison, Randy Harrison, Ella Hatcher, Lula Hatcher, Mollie Hatcher, Dollie Hatcher, Myrtle Hatcher, John Harrison, and Henry Harrison, as Choctaw

taw Indians entitled to rights in the Choctaw lands under the provisions of said article 14 of the treaty of 1830, and that the applications for their identification as such should be refused, and it is so ordered.

It is the further opinion of the commission that under the provision of law above quoted no person is entitled to identification as a Mississippi Choctaw by marriage, and that the application made by W. J. Sloan Harrison for the identification of his wife, Mahala Harrison, as an intermarried Mississippi Choctaw, should therefore be refused, and it is so ordered.

THE COMMISSION TO THE FIVE CIVILIZED TRIBES.

(Signed) TAMS BIXBY,
Acting Chairman.
(Signed) T. B. NEEDLES,
(Signed) C. R. BRECKINRIDGE,
Commissioners.

MUSKOGEE, INDIAN TERRITORY, *July 22, 1902.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF SUPERINTENDENT FOR THE FIVE CIVILIZED TRIBES,
Muskogee, Okla.

This is to certify that I am the officer having custody of the records pertaining to the enrollment of the members of the Choctaw, Chickasaw, Cherokee, Creek, and Seminole Tribes of Indians, and the disposition of the land of said tribes, and that the above and foregoing is a true and correct copy of testimony taken on May 23, 1901, and decision dated on July 22, 1902, in the matter of the application of Sloan Harrison for identification as a Mississippi Choctaw and for his wife as an intermarried Mississippi Choctaw.

GABE E. PARKER, *Superintendent.*
By W. H. ANGELL,
Clerk in Charge Choctaw Records.

JULY 28, 1915.

EXHIBIT D.

Refer to M. C. R. 2257. Sloan Harrison et al. Consolidated case.

W. J. Sloan Harrison, full blood; wife, Lydia Harrison, negress. Second marriage to one Sanders.

M. C. R. 2257. W. J. Sloan Harrison, 65, $\frac{1}{2}$ & Negro; wife, Mahala Harrison, part Indian, Negro, & white. Claims for wife.

M. C. R. 3832. Joe Harrison, 37, $\frac{1}{4}$ Negro; wife, Beulah Harrison, negress.

M. C. R. 3832. Maggie Dell Harrison, 1.

M. C. R. 3833. Lydia Harrison, 35, $\frac{1}{4}$, negress, mar. Sam. Williams, Negro.

M. C. R. 3833. Johnson Williams, 20.

M. C. R. 3833. Jesse Williams, 13.

M. C. R. 3833. Hattie Williams, 11.

M. C. R. 3833. Finney Williams, 10.

M. C. R. 3833. Roxana Williams, 8.

M. C. R. 3833. Rosie Williams, 7.

M. C. R. 3833. Sloan H. Williams, 4.

M. C. R. 3833. Mamie Williams, 2.

M. C. R. 3834. Annie Harrison, 34, $\frac{1}{4}$, negress, mar. Jim Ruth, Negro.

M. C. R. 3834. Louisa Ruth, 17.

M. C. R. 3834. Ella Ruth, 16.

M. C. R. 3834. James Ruth, 14.

M. C. R. 3834. Angie Ruth, 12.

M. C. R. 3834. Viola Ruth, 11.

M. C. R. 3834. George Ruth, 8.

M. C. R. 3834. Louisiana Ruth, 6.

M. C. R. 3834. Haley Ruth, 3.

M. C. R. 3834. John Ruth, 1.

- M. C. R. 3835. Louisa Harrison, 28, $\frac{1}{2}$, mar. Henry Hatcher, dead, Negro.
 M. C. R. 3835. Finey Hatcher, 6.
 M. C. R. 3835. Ada Hatcher, 4.
 M. C. R. 3835. Mandy Hatcher, 2.
 M. C. R. 4112. Sloan Harrison, 24, $\frac{1}{2}$; wife, Mollie Harrison, negress.
 M. C. R. 4112. Charlie Harrison, 4.
 M. C. R. 4112. Randy Harrison, 2.
 M. C. R. 4137. Ella Harrison, 24, $\frac{1}{2}$, mar. Will Hatcher, Negro.
 M. C. R. 4137. Lula Hatcher, 5.
 M. C. R. 4137. Mollie Hatcher, 4.
 M. C. R. 4137. Dollie Hatcher, 2.
 M. C. R. 4137. Myrtle Hatcher, 9 mo.
 M. C. R. 4138. John Harrison, 23, $\frac{1}{2}$, Negro; wife, Laura Harrison, negress.
 M. C. R. 4138. Henry Harrison, 6 mo.

EXHIBIT E.

DEPARTMENT OF THE INTERIOR,
 COMMISSION TO THE FIVE CIVILIZED TRIBES,
Atoka, Ind. T., May 23, 1901.

In the matter of the application of Sloan Harrison for identification as a Mississippi Choctaw and for his wife as an intermarried Mississippi Choctaw.

SLOAN HARRISON, having been first duly sworn, testifies as follows:

Examination by the COMMISSION:

- Q. What is your name?—A. Sloan Harrison.
 Q. What is your age?—A. Sixty-five.
 Q. What is your post-office address?—A. Cale, Ind. T. (Now Sterrett.)
 Q. How long have you lived there?—A. Twenty-one years and more.
 Q. Where did you live before that?—A. I came to the Territory from Texas.
 Q. What part of Texas?—A. Grimes County, Tex.
 Q. How long did you live in Texas?—A. I don't know; long time—ever since I came south from Alabama—can't tell how many years.
 Q. Where did you live before you came to Texas?—A. Mississippi and Alabama; they both adjoin, you know.
 Q. Which one?—A. Alabama.
 Q. Were you born in Alabama?—A. Yes; bred and born there.
 Q. Lived there until you came to Texas?—A. Yes.
 Q. And from Texas you came to the Indian Territory?—A. Yes.
 Q. What is your father's name?—A. Sloan Harrison.
 Q. Is he living?—A. He is dead.
 Q. What is your mother's name?—A. Lydie Sanders.
 Q. Is she living?—A. Yes.
 Q. Through which one of your parents do you derive your Choctaw blood?—
 A. I just claim I am a Choctaw.
 Q. Was your father or your mother a Choctaw?—A. My father; my mother was not a Choctaw Indian.
 Q. How much Choctaw blood do you claim?—A. I claim the full right from him.
 Q. Was he a full-blood?—A. Yes.
 Q. How much would that make you?—A. That would be one-half, wouldn't it?
 Q. What was your mother?—A. She was colored.
 Q. Was she ever a slave?—A. Yes.
 Q. Has your father, through whom you claim your right to identification as a Mississippi Choctaw, ever been recognized in any manner or enrolled as a member of the Choctaw Tribe of Indians by either the Choctaw tribal authorities or the authorities of the United States?—A. I don't know, you know.
 Q. He never was enrolled in the Indian Territory?—A. No; he died back there in their country.
 Q. Are you married?—A. Me—yes.
 Q. What is your wife's name?—A. Mahala Harrison.

Q. Do you make any claim for her?—A. Yes.

Q. How do you claim for her—is she Indian?—A. Her mother was Indian herself and grandmother.

Q. Were they Choctaws?—A. I don't know whether they were Choctaws or Chickasaws, their part; I know my part is Choctaw.

Q. You claim for her, then, because she married you?—A. Yes.

Q. When were you married to Mahala Harrison?—A. I forget how many years I have been married now.

Q. Can't you tell about how many years?—A. Yes; about 40 years old. Yes, maybe more, I recollect it's so far back.

Q. Were you married before the war?—A. Yes, then, before the war.

Q. What was your wife's age?—A. About 45; I am uneducated; don't know exactly.

Q. What was her father's name?—A. George Walker.

Q. Is he living?—A. Dead.

Q. What was her mother's name?—A. Jane Walker.

Q. Is she living?—A. She is dead.

Q. Is your wife a white woman?—A. No; she is colored.

Q. She makes no claim to Indian blood?—A. Only by her mother.

Q. What was her mother?—A. Indian; her mother and grandmother, both.

Q. What kind of Indian did they claim to be?—A. They know more than I do, both; she aint putting in any claim.

Q. What Indian blood does your wife claim to have?—A. I don't know whether it is Choctaw or Chickasaw.

Q. Her mother, then, was one or the other, and you don't know which?—A. No.

Q. Have you any children in your family under 21 years of age and unmarried for whom you desire to make application now?—A. No, all mine are married.

Q. You are making this application for yourself alone?—A. Yes; for me and my wife and my children.

Q. You are making this just for yourself and wife?—A. Yes.

Q. Did you obtain a license to marry?—A. Yes.

Q. Were you married by an ordained minister or by an official authorized to perform the marriage ceremony?—A. By a minister.

Q. Have you your marriage license and certificate, and do you desire to offer same in evidence?—A. They are recorded in the courthouse.

It will be necessary for the commission to be supplied with evidence of your marriage with Mahala Harrison in support of your claim for her.

Q. Is your name on any of the tribal rolls of the Choctaw Nation in the Indian Territory?—A. I don't know.

Q. Have you ever made application to the Choctaw tribal authorities in the Indian Territory to be enrolled as a member of that tribe?—A. I have been down there with them—never got to them—stayed in Durant four days.

Q. You are talking about the commission now?—A. Yes.

Q. Have you ever made application to the Choctaw tribal authorities?—A. No.

Q. Did you, or any one for you, in 1896, make application to the Commission to the Five Civilized Tribes for citizenship in the Choctaw Nation, under the act of Congress of June 10, 1896?—A. I don't know anything about that.

Q. That was about five years ago; did you make application then?—A. Well, that's the time—no it's not at Durant—that is all I know; this one at Durant.

Q. But you did not make application in 1896?—A. No; you see I am uneducated.

Q. Have you ever been admitted to citizenship in the Choctaw Nation by the Choctaw tribal authorities, the Commission to the Five Civilized Tribes, or by judgment of the United States Court in Indian Territory?—A. No, I aint been before them to have anything carried on like that.

Q. Have you ever made application prior to this time to either the Choctaw tribal authorities or the authorities of the United States to be admitted or enrolled as a citizen of the Choctaw Nation?—A. No, I never.

Q. Is this the first application you have made of any description?—A. Yes; I have tried before, you know, but it aint done any good.

Q. When you say that you were before the commissioner with the commission at Durant, do you mean that you were just up there and listening, or do you mean that you were sworn and examined and a record made of it?—A. I aint been sworn, but I just asked questions and wanted to find out.

Q. You never were sworn and put on the stand and asked questions like now?—A. No.

Q. Is it now your purpose to make application for identification as a Mississippi Choctaw?—A. Yes.

Q. Do you claim your rights as beneficiaries under the fourteenth article of the treaty of 1830?—A. I don't know that 1430.

Q. Article 14 of the treaty of 1830 is as follows: "Each Choctaw head of a family being desirous to remain and become a citizen of the United States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land, to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over ten years of age, and a quarter section of land to such child as may be under ten years, to adjoin the location of the parent. If they reside upon said lands intending to become citizens of the States for five years after the ratification of this treaty, in that case a grant in fee simple shall issue. Said reservation shall include the present improvement of the head of the family or a portion of it. Persons claiming under this article shall not lose the privilege of a Choctaw citizen, but, if they ever remove are not to be entitled to any portion of the Choctaw annuity." Do you claim under that article of that treaty?—A. Yes, I claim it.

Q. Have you ever received any benefits as a Choctaw Indian?—A. No; just been working like the rest of them.

Q. Do you know what benefits means?—A. I suppose you mean owning this land and using it.

Q. Or moneys?—A. No. I haven't got any money.

Q. Nor land?—A. No.

Q. Are you living on land in the Territory now?—A. Yes.

Q. How much land do you claim?—A. Where I am I am claiming 160 acres.

Q. Have any of your ancestors ever received any benefits as Choctaw Indians?—A. No.

Q. What was the name of your ancestor or ancestors who, your fore-parents, your father or mother, grandfather or grandmother, who were residents of the old Choctaw Nation in Mississippi or Alabama and recognized members of the Choctaw Tribe of Indians in 1830 when the treaty of Dancing Rabbit Creek was entered into between the United States and the Choctaw Tribe of Indians?—A. I reckon at that time I was too young to know anything about it.

Q. Well, was your father living in Mississippi or Alabama at that time?—A. Yes, I reckon that is where he died.

Q. Well, was he living there in 1830?—A. I don't know what number that was neither.

Q. Well, that is a little over 70 years ago?—A. I don't know.

Q. Did you ever hear that your father was living in Mississippi five years before you were born?—A. He was living there then; my mother told me so; she knows about that.

Q. Have you any evidence showing that such ancestor was a recognized member of the Choctaw tribe of Indians at that time—that is, have you any evidence to prove that your father was a Choctaw Indian and known as such by the Choctaw Indians themselves in Mississippi?—A. I know plenty of them but I can't find them.

Q. Did your father, if a Choctaw Indian, remove from the territory occupied by the old Choctaw Nation in Mississippi or Alabama to the present Choctaw Nation in Indian Territory, at the time of the removal of the other members of the Choctaw tribe, from 1833 to 1938?—A. I guess he was dead then.

Q. He did not come West?—A. No; he died there.

Q. If he did not remove with the other members of the tribe, did he, within six months after the ratification of the treaty of 1830, signify to the United States agent to the Choctaw Tribe of Indians in Mississippi, his intention to remain in Mississippi and become a citizen of the United States?—A. I didn't know that there was anything of this kind in them days, you know.

Q. Did he go to the Indian agent in Mississippi, Col. Ward, and tell him that he intended to stay there, and take land and become a citizen of the United States?—A. I don't know anything about that.

Q. Did any of your ancestors ever claim or receive any land in Mississippi as beneficiaries under the fourteenth article of the treaty of 1830?—A. If I

have land by my Daddy's side? I know he got land there; my father was; he is dead, but he got land there.

Q. Did he get it from the Government?—A. He got it like the balance; don't know whether he got it that way.

Q. Who owns the land now that he used to have in Mississippi?—A. I reckon it is there now.

Q. Are there any additional statements that you desire to make now in support of this application; that is, is there anything more that you want to say?—A. I claim that I have a right to get land if it is respected.

Q. Have you any documentary evidence, affidavits, written evidence of any description, copies of records, deeds of patents, or any proper papers showing that any of your ancestors were recognized members of the Choctaw Tribe of Indians in Mississippi in 1830, or that they ever complied or attempted to comply with the provisions of the fourteenth article of the treaty of 1830, or that they ever received any benefits under that article of that treaty?—A. That is something I don't get on to.

Q. Are there any papers that you want to offer now to the commission to file in support your application?—A. Yes.

Petition of W. J. Sloan Harrison offered in evidence by applicant, marked "Exhibit A," filed and made a part of the record in this case; affidavit of Joseph Davis, offered in evidence, marked "Exhibit B," filed and made a part of the records in this case; affidavit of Lydia Sanders offered in evidence by applicant, marked "Exhibit C," filed and made a part of the records in this case.

Q. Do you want more time to file additional evidence?—A. Yes.

(Thirty days' time is allowed applicant in which to file any more additional evidence in support of his application.)

The decision of the commission as to your application for identification as a Mississippi Choctaw, and for your wife as an intermarried Mississippi Choctaw, will be determined at the earliest possible date, and report of same made to the Secretary of the Interior, conformable to the provisions of the twenty-first section of the act of Congress of June 28, 1898, and a copy of the same will be mailed to you at your post-office address as given by you in your testimony.

This applicant has slight appearance of being Indian; is dark skinned; has high cheek bones, straight nose, but his hair is slightly curly at the ends.

Henry G. Hains, being duly sworn, on his oath states that as stenographer to the Commission to the Five Civilized Tribes he reported in full all proceedings had in the above-entitled cause on May 22, 1901, and that the above and foregoing is a full, true, and correct transcript of his stenographic notes in said cause on said date.

[SEAL.]

HENRY G. HAINS.

Subscribed and sworn to before me this 15th day of July, 1901.

(Signed)

D. H. LINEBAUGH,
Notary Public.

EXHIBIT F.

DEPARTMENT OF THE INTERIOR,
OFFICE OF SUPERINTENDENT, FIVE CIVILIZED TRIBES,
Muskogee, Okla., August 10, 1915.

In the matter of the application for the enrollment of John Harrison as a citizen by blood of the Choctaw Nation.

JOHN HARRISON, being first duly sworn by William L. Bowie, Deputy Clerk of the United States Court for the Eastern District of Oklahoma, on oath testified as follows:

Examination by WILLIAM L. BOWIE on behalf of the Superintendent for the Five Civilized Tribes:

Q. State your name.—A. John Harrison.

Q. State your age.—A. 37.

Q. Where do you live?—A. Live in the Cherokee Nation, Keefeton.

Q. How far from Keefeton?—A. One and one-half miles.

Q. What is your occupation?—A. Farming.

Q. You have made application for enrollment as an Indian citizen?—A. Yes, sir.

Q. Before whom did you make this application?—A. I have forgotten the man's name; I can't call his name. His office is down on the second floor, though.

Q. Do you remember the number of the office?—A. No, sir; I don't.

Q. Is there more than one person engaged in that business?—A. No, sir; there was just one.

Q. A white man?—A. Yes, sir.

Q. What is the occupation of that man?—A. I don't know, sir; the only thing I seen him doing was taking applications.

Q. Applications for enrollment?—A. Yes, sir.

Q. Do you know whether his name was Lindly?—A. I think that is his name.

Q. How did you happen to go to Mr. Lindly's office to make application for enrollment?—A. I just heard of him being here for that purpose from other people, so I just went.

Q. What was told you exactly about his business?—A. Well, I don't know, sir; I can't tell you.

Q. Were you told that he was in the Government service?—A. I don't know whether he was in the Government service or not.

Q. What was your belief about it when you went to him; did you go to him under the impression that he was a Government man?—A. Yes, sir; I think that is what I understood.

Q. You understood that before you went to him?—A. Yes, sir.

Q. Did he give you to understand that he was in the Government service?—A. I never asked him.

Q. Did he say anything to you that led you to believe that he was in the Government service?—A. He asked me after I made my statement to him if I had witnesses.

Q. What did you tell him?—A. I told him I had.

Q. What witnesses did you tell him you had?—A. Alec Nail.

Q. Anyone else?—A. Him and his brother.

Q. What is his brother's name?—A. Peter Nail.

Q. Where does Peter live?—A. At Wagoner.

Q. Did you talk with Alec Nail before you saw Mr. Lindly?—A. Why, no, sir; I didn't have no talk with him until I came up here.

Q. You saw Mr. Lindly first before you talked with Alec Nail?—A. I saw Alec Nail in the office up here.

Q. Did you talk with Mr. Lindly before you talked with Alec Nail; answer yes or no?—A. Let me see; I want to tell the truth about it. Yes, sir.

Q. You talked with Alec first?—A. I talked with Lindly first.

Q. Well, how did you come to tell him that you had Alec for a witness?—A. I knew that he knew my father.

Q. Had you seen Alec Nail; how did you know he was here?—A. You mean here in town?

Q. Yes.—A. I didn't know he was in town at the time until I sent after Peter.

Q. Did you talk with Peter before you talked to Mr. Lindly?—A. No, sir; I sent up for him.

Q. Who told you Peter was in Wagoner?—A. I knew he was there; I had been in Wagoner.

Q. Did you talk with him any before you talked with Mr. Lindly?—A. No, sir.

Q. What did Mr. Lindly tell you he would charge you for putting in this application for you?—A. He didn't say he would charge anything.

Q. Did he say there would be no cost connected with it?—A. He said I would have to pay all the notary fees and the witness fees.

Q. What did he say the notary and witness fees would amount to?—A. He didn't say, but I knew what I would pay.

Q. Did he send you to some one else after you talked with him?—A. No, sir.

Q. Did he take your testimony himself?—A. Yes, sir.

Q. You did not talk with a colored man named Nelson Durant?—A. No, sir; he was not in when I put in my application. I don't know him.

Q. All the conversation you had, then, in this office about this matter was with Mr. Lindly?—A. Yes, sir.

Q. How much did you pay your witnesses?—A. I paid them \$1 a day.

Q. How many days did it take?—A. He was up here two days before they came to my case.

Q. What one was that?—A. Alec and Peter both.

Q. You gave them \$1 a day each?—A. Each; yes, sir.

Q. So that was \$4 for two days?—A. Yes, sir.

Q. How much did the notary public charge you?—A. Fifty cents.

Q. Fifty cents a piece for your papers?—A. I paid him 50 cents.

Q. For all the work that he did?—A. No, sir; for mine.

Q. For your application?—A. Yes, sir.

Q. What did you pay him for executing this affidavit?—A. Fifty cents a piece, I believe.

Q. How much did you pay him altogether?—A. \$1.50, I think.

Q. Two affidavits?—A. Three.

Q. Did some of your sisters come up here and make affidavit?—A. Yes, sir.

Q. Were you present when they were here?—A. No, sir.

Q. You do not know how much they paid?—A. No, sir; I don't know. They didn't tell me.

Q. Did you promise to pay anything more if your application went through all right?—A. Yes, sir; I promised to pay them for the expense.

Q. How much?—A. I thing I promised to pay them \$100.

Q. Who did you promise to pay this to?—A. Alec and Peter Nail.

Q. Did Mr. Lindly exact any promise from you of that nature?—A. No, sir.

Q. Well why did you think you had to pay Alec and Peter Nail such an amount of money for their work?—A. I jest agreed to give them that for their trouble.

Q. Did you not pay them for their trouble?—A. I paid them \$1 a day.

Q. Did they do anything except act as your witnesses?—A. No, sir.

Q. Why did you think you had to pay them more?—A. I thought they deserved it.

Q. Why did you think they deserved \$50.00 apiece?—A. Because they were old men.

Q. You do not mean to say that you intend to give \$50.00 to all the old men?—A. No, sir; Mr. Nail is old and feeble and he deserved something.

Q. What was the name of your father?—A. Sloan Harrison.

Q. The name of your mother?—A. Mahala Harrison.

Q. What Indian blood do you claim to be?—A. One-fourth.

Q. What tribe?—A. Choctaw.

Q. From which side do you get your Indian blood?—A. From my father.

Q. Is all your Indian blood from your father's side?—A. Yes, sir.

Q. What degree of blood was your father?—A. He was said to be one-half blood.

Q. From whom did he obtain this blood, from his father or mother?—A. His father.

Q. Of what degree of blood was his father?—A. He was said to be a full blood.

Q. That is your grandfather on your father's side?—A. Yes, sir.

Q. What was his name?—A. Well, I don't know. They say my father was named after him, Sloan Harrison.

Q. You think it is the same name?—A. Yes, sir.

Q. Of what blood was your mother?—A. She was colored.

Q. Altogether colored?—A. I guess so, I don't know.

Q. Do you know of what blood your father's mother was, your grandmother on your father's side?—A. No, sir.

Q. You do not know whether she was of negro blood?—A. No, sir; I don't know. I don't know whether she had negro at all or not.

Q. Did your father have any brothers?—A. He was supposed to have from what I have always been taught.

Q. Give the names of your father's brothers?—A. Half brothers is all.

Q. Do you know their names?—A. I think one was Robert.

Q. Robert Harrison?—A. Yes, sir; and William.

Q. Is that all?—A. I don't know whether that is all or not.

Q. Were they your father's full brothers?—A. No, sir; half brothers.

Q. Different mother?—A. Yes, sir.

Q. Of what blood was the mother of those two boys, do you know?—A. No, sir; I don't; I don't know any thing about them.

Q. Did your father have any sisters?—A. I don't know, sir.

Q. Was your father enrolled as a citizen of the Choctaw Nation?—A. I don't know whether he was or not, he used to own land down there before allotment.

Q. When did he die?—A. 1912.

Q. After allotment?—A. Yes, sir.

Q. Never received an allotment of land?—A. No, sir.

Q. Your mother was not a freed woman?—A. No, sir; I don't think she was.

Q. She never received an allotment?—A. No, sir; not that I know of.

Q. Was your father's father enrolled as a member of any of the tribes?—A. I don't know, sir; I couldn't tell you that.

Q. Do you know whether your father's half brothers that you have named were enrolled or not?—A. No, sir; I don't think so.

Q. Now name your sisters?—A. Fannie Williams, Anna Ruth, Mollie Jones, Ella Hatcher, and Minnie Bowie.

Q. Is that all?—A. Yes, sir.

Q. Are all those sisters living?—A. Yes, sir; I guess so.

Q. Name your living brothers.—A. Joe Harrison, Solan Harrison, and John Harrison.

Q. Have you any sisters dead?—A. No, sir.

Q. Any brothers dead?—A. Well, I have one brother that is dead, but he died when he was little.

Q. What is his name?—A. I think they called him Marster.

Q. Are all these sisters full sisters?—A. Yes, sir.

Q. Are your brothers full brothers?—A. Yes, sir.

Q. Was your father married more than one time?—A. No, sir.

Q. When did your mother die?—A. She died in 1908.

Q. Did you father and mother live together up until their death?—A. Yes, sir.

Q. Do you know when they were married?—A. No, sir.

Q. Do you know whether they were married by ceremony?—A. No, sir; I couldn't tell you.

Q. Do you know whether your father applied for an allotment?—A. Yes, sir; I think he did.

Q. Before the Dawes Commission?—A. Yes, sir.

Q. What do you know about that exactly?—A. I don't know; I couldn't tell you anything about it.

Q. Did you ever look it up or have it looked up?—A. We got his application up in the office.

Q. You have it?—A. No, sir; I haven't got it.

Q. Well, the question I asked was, Did you ever look it up? Did you ever see these papers or have them examined to find out what action was taken concerning his application?—A. No, sir.

Q. Was not this application of his rejected by the Dawes Commission?—A. I think it was; I am not sure.

Q. Do you know upon what grounds that application was rejected?—A. No, sir.

Q. Was your father ever a recognized citizen of the Choctaw Nation?—A. Yes, sir; he used to be down there.

Q. He was?—A. Yes, sir.

Q. Who was he recognized by? Was he ever on any of the rolls of the Choctaw Nation?—A. Not that I know of; I couldn't tell you.

Q. What makes you think he was a recognized citizen?—A. There are lots of the old ones down there that say he was a Choctaw.

Q. Did he vote as a citizen of the Choctaw Nation?—A. I don't know, sir; I suppose he did.

Q. You don't know?—A. No, sir.

Q. You do not know whether he enjoyed any other rights in the Choctaw Nation?—A. No, sir; I don't know.

Q. Where were you born?—A. I was born in the Choctaw Nation.

Q. Where exactly?—A. Close to Carriage Point.

Q. Where is that close to?—A. Four miles southwest of Dewey.

Q. Were you raised there?—A. Yes, sir.

Q. How old were you when you left that vicinity?—A. When I left that part of the country down there?

Q. Yes.—A. I left there in 1908.

Q. Had you ever moved away from there prior to 1908?—A. Yes, sir; I have traveled around.

Q. How long did you remain away on these travels?—A. Sometimes 2 or 3 months.

Q. Sometimes 2 or 3 years?—A. No, sir.

Q. Ever stay away as long as a year?—A. No, sir.

Q. Where did you go?—A. Up in Kansas, St. Louis, and Kansas City.

Q. What did you do in Kansas City and St. Louis?—A. Worked.

Q. At what occupation?—A. I worked for the Wabash.

Q. When was this?—A. That's been since I have been up here.

Q. I mean when you were in the Choctaw Nation?—A. I was not up there when I was down there.

Q. Do you know where your father was born?—A. He was born in Mississippi.

Q. Do you know when he came to this country?—A. No sir, I don't.

Q. When he left Mississippi where did he go?—A. Came to the Indian Territory, I suppose.

Q. What Nation?—A. Choctaw.

Q. Have you any understanding upon the subject as to when he left Mississippi?—A. I don't think I can say.

Q. When he applied for enrollment did he apply as a Mississippi Choctaw?—A. I can't tell you.

Q. You do not know whether he applied for enrollment as a Mississippi Choctaw or not?—A. No, sir.

Q. Are you married?—A. Yes, sir.

Q. When were you married and to whom?—A. I married in 1901.

Q. What is the name of your wife?—A. Laura, used to be Laura Robbins.

Q. Where were you married?—A. On Blue.

Q. In 1901?—A. Yes, sir.

Q. Where is Blue located?—A. North of Durant.

Q. In the Choctaw Nation?—A. Yes, sir.

Q. Were you married by ceremony?—A. Yes, sir, license.

Q. Of what blood is your wife?—A. She is colored.

Q. What is her color?—A. She is brown skin, near my color.

Q. Have you ever been to school?—A. No, sir.

Q. Can you write your name?—A. Yes, sir.

Q. Where did you learn to write your name?—A. Just doing it by practice.

Q. You have always passed as a colored man, lived around colored people?—A. Well, I used to be classed as a half blood.

Q. That is what you call yourself you mean?—A. Yes, sir.

Q. But you have always lived with colored people?—A. Yes, sir; after the country got settled up.

Q. How many brothers did you say your father had?—A. Two is all that I know.

Q. Name those brothers again.—A. Robert and William. I don't know for certain only what I have been taught.

Q. Do you know whether your father had any other name than Sloan?—A. Why yes, sir; lots of times they called him Henry but that was just a given name.

Q. What name was he commonly known by, Henry?—A. Yes, sir.

Q. Generally called Henry?—A. Sometimes he was called Henry.

Q. You say he had a half brother named William?—A. Yes, sir.

Q. Same mother and same father?—A. I don't know; I suppose same father.

Q. Did you ever know William?—A. No, sir.

Q. Ever see him?—A. If I did I don't know it.

Q. How about Robert?—A. I don't know him.

Q. You do not know then whether William or Robert is living?—A. No, sir; I don't.

Q. You say you do not know whether they were enrolled?—A. No, sir; I don't know.

Q. In this application that you made before Mr. Lindly, sworn to before Julius Golden, I will ask you to identify your signature as it appears there attached to the affidavit?—A. Yes, sir.

Q. In this application you state that your father had a brother named William H. Harrison, whose name appears on the approved roll opposite No. 7663; how about this statement; do you know as a matter of fact whether the person who is enrolled opposite this number, 7663, under the name of William H. Harrison, is a brother of your father?—A. Only what I have been told.

Q. Who told you that this person on the roll at No. 7663 is a brother of your father?—A. I don't know any thing about the number, I didn't testify to that.

Q. You did not understand, then, that you were testifying that the person borne on the rolls under this number was your father's brother; you do not know that to be a fact?—A. No, sir; I don't know.

Q. You do not know that a person borne on the rolls of citizens by blood of the Choctaw Nation opposite No. 12175, under the name of Robert Harrison, is a brother of your father?—A. No sir, I don't know.

Q. Who identified these persons on the rolls? Who found these names on the rolls, did Lindly look them up?—A. I don't know whether he did or not.

Q. Who wrote this affidavit?—A. Mr. Lindly wrote it off.

Q. Did he look these roll numbers up?—A. Not that I know of.

Q. Who did?—A. I don't know, sir.

Q. You do not know?—A. No, sir, I don't.

Q. How long have you known Peter Nail?—A. I have been knowing Peter Nail—

Q. When did you first meet him personally?—A. Been about 4 years ago when I met him personally.

Q. Where did you first meet him?—A. At Wagoner.

Q. That is since you have lived up here in this country?—A. Yes sir, I got acquainted with Alec at Durant.

Q. When was it that you first met Alec?—A. I can't tell you what year that was, it was several years ago.

Q. You are positive you met him at Durant?—A. Yes sir.

Q. Just met him one time?—A. No sir, I have met him more than one time at Durant.

Q. Where did Alec Nail live when you met him in Durant?—A. Around Durant.

Q. As a matter of fact I think he testified that he had been living around Boggy Depot.—A. Yes sir, that is where he used to live when he came down to my father's farm.

Q. Where was your father's farm?—A. Right on the line of the Choctaw and Chickasaw Nation.

Q. Exactly how far from the nearest railroad station?—A. The nearest railroad station was close to Kay.

Q. Kay is the station below Durant.—A. Yes sir, 5 miles below Durant.

Q. Who did your father rent from?—A. He didn't rent from anyone at the time.

Q. What place did he live on?—A. He lived on a place of his own, he called it his own.

Q. That was before allotment?—A. Yes sir.

Q. You were an applicant for enrollment before the Dawes Commission before the rolls were closed?—A. Yes sir.

Q. Were you denied the right to enrollment as a citizen of the Choctaw Nation?—A. We just came here at Muskogee before the Dawes Commission and gave in our names.

Q. I asked you if you were denied enrollment, were you enrolled or refused enrollment?—A. Refused.

Q. Why?—A. I don't know, I can't tell you that part of it, I don't know.

Q. Did you tell Mr. Lindly that you were refused enrollment?—A. Yes sir, I did.

Q. Did you tell Mr. Lindly why you were refused enrollment?—A. No sir, I don't think I did.

Q. Did you tell Mr. Lindly that all the decision you received from the Dawes Commission was the "too late" decision?—A. I don't remember.

Q. You did not tell Mr. Lindly that?—A. I don't remember.

Q. Would you tell Mr. Lindly some thing that was not true?—A. No sir.

Q. Well it is not true, is it?—A. I don't know.

Q. You just stated to me that you did not know why you were refused enrollment?—A. No sir, I don't know.

Q. You do not mean to state now that you were refused because you were too late?—A. No sir, I don't know.

Q. Did you ever receive a copy of the decision of the Dawes Commission?—A. No sir.

Q. Rejecting the enrollment of your father?—A. Not myself but my father did I think.

Q. Did you see a copy of that decision?—A. No sir.

Q. Do you know if the Commissioner to the Five Civilized Tribes rendered a decision upon your father's application for enrollment, dated July 22, 1902, rejecting his application?—A. No sir, not that I know of.

Q. Did your father ever apply for enrollment as a freedman?—A. No sir, I don't think he did.

Q. Do you know whether he was ever advised to apply for enrollment as a freedman?—A. I think he was, I heard him say he was.

Q. Do you know whether he had any rights as a freedman?—A. No sir, he says that he didn't, he never was a freedman.

Q. Do you know how old a man your father was when he died?—A. I think he was 78 or 79.

Q. Was he a slave?—A. He says he was not.

Q. Was your mother a slave?—A. I don't know whether she was or not, I don't remember anything about it.

Q. Was your mother a State woman?—A. Yes sir.

(Witness excused.)

Lee G. Grubbs, being first duly sworn, on oath states that he reported the proceedings in the above-entitled case on August 10, 1915, and that the above and foregoing is a true and correct transcript of his stenographic notes taken thereof.

LEE G. GRUBBS.

Subscribed and sworn to before me this 21st day of August, 1915.

[SEAL.]

R. P. HARRISON, *Clerk*.

By A. G. McMILLAN, *Deputy*.

PETITION NO. 6.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.
In re petition of Malissa Marcy, née Carroll, née Birdsong, for the enrollment of herself and family as citizens by blood of the Choctaw Nation.

PETITION OF MALISSA MARCY, NÉE CARROLL, NÉE BIRDSONG, FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS BY BLOOD.

Comes now Malissa Marcy, née Carroll, née Birdsong, and shows that she is 47 years of age and that she lives at Boley, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, residence, and by recognition; that she is the daughter Adaline Birdsong, née Sanders, who was about three-quarters Choctaw Indian by blood.

That the father was a half-blood Choctaw, but was placed on the Freedman roll over his protest; his name was Willie Birdsong.

That she was born in the Choctaw Nation near the Old Harris Ferry and grew up in the Choctaw Nation; that on the 23d day of December, 1885, she married Tony Carroll, who lived across the river in Texas, and that he took her over into Texas and that she lived for the next 11 years on both sides of the river, part of the time in Texas and part of the time in the Nation. Then we moved to Lake West, in the Choctaw, and lived there for about 6 years; since which date I have lived at different places both in and out of the Choctaw Nation.

That there was born to this union the following named children: Joda Carroll, aged 29 years, died March, 1910; Maggie Carroll, aged 27 years, died August 14, 1910; Delvan Carroll, aged 24 years, living; Effie Carroll, aged 23 years, living, now Molton; Willie May Carroll, aged 21 years, living; Lillie Carroll, aged 18 years, died September, 1910.

That after the death of Tony Carroll, September, 1914, which was after they had been divorced, she married William Marcy, with whom she still lives; this was July 8, 1899.

That there was born to this union one child, to wit, Devoy Marcy, aged 14 years.

That, up till shortly before her marriage to William Marcy, she was still living in the Choctaw Nation; that is, applicant had no other home until after she married Marcy and took her to Texas and since that time she has lived at different places, mostly out of the Choctaw Nation.

That during the time that I should have enrolled myself and family or looked after them, my family was sick and I could not go, and I just sent to the Dawes Commission a list of the children, their ages, and everything, and thought that that was sufficient; when I got able to go the roll was closed and commission never answered my letter.

That this was all that she was able to do and all that she could do.

Wherefore petitioner prays that her name, Malissa Marcy, and the names of her said children, Joda, Maggie, Delvan, Willie May, and Lillie Carroll and Effie Molton, née Carroll, and Devoy Marcy be placed on the approved roll of Choctaw Indians by blood, and that to them and to each of them be given their distributive share of the common property of the Choctaw Tribe of Indians, the same as is given to all other such citizens so enrolled.

MALISSA MARCY.

STATE OF OKLAHOMA, *Muskogee County, ss.*

Malissa Marcy, being first duly sworn, on oath states that she is the above named Malissa Marcy; that she has read over the above and foregoing petition and knows the contents thereof, and that the matters and things therein contained are true.

MALISSA MARCY.

Subscribed and sworn to before me this the 16th day of March, 1915. I further certify that I read over the above petition to the affiant and that she knew the contents thereof and that she stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF MALISSA MARCY FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS BY BLOOD.

Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that his post office is Boggy Depot, Okla.

That he knows the applicant, but that he has not known her very long; that he was well and personally acquainted with her father and mother.

Her father was Willie Birdsong, a half-blood Choctaw Indian that was placed on the freedman roll over his protest; that her mother was Adaline Sanders, before she married Willie Birdsong, and that she was a three-quarter Choctaw Indian by blood.

That they both lived in what was old Scullyville County, now Le Flore, near the line of Arkansas.

That all of the Sanders were all recognized Choctaw Indians; that William Sanders was the brother of her said mother, Adaline Birdsong, nee Sanders.

That he does not know any of the applicant's family.

ALEC NAIL (his thumb print).

The name of Alec Nail was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN.

STATE OF OKLAHOMA, *Muskogee County, ss.*

Subscribed and sworn to before me this the 16th day of March, 1915. I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

AFFIDAVIT OF W. M. JAMES IN SUPPORT OF THE PETITION OF MALISSA MARCY FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS BY BLOOD.

W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Beeland, Okla.

That he first knew the applicant near Boswell in the Choctaw Nation; that she is the daughter of Malissa Birdsong, who was Malissa Sanders before she married Birdsong.

That the said Malissa Sanders was a Choctaw Indian by blood and was always considered three-quarters; that I also knew her brother, William Sanders, and the whole Sanders family, and they were all Choctaw Indians.

When I first knew them they were living on Sans Bios River, but when I last knew them they were living down on Blue River.

The mother died down there on Blue River; I knew the father, Willie Birdsong, but don't know where he died; he was a half-breed Choctaw who was placed on the freedman roll over his protest.

That he was well acquainted with the first husband of the applicant. His name was Tony Carroll and they separated. I knew about the family, but not well enough to identify them. I know the man she lives with now at Boley, Okla.; his name William Marcy. They have a boy that lives with them now about 14 years old.

W. M. JAMES (his thumb print).

The name of W. M. James was written by me at his request and in his presence and mark made by him in my presence.

JULIUS GOLDEN.

STATE OF OKLAHOMA, *Muskogee County, ss.*

Subscribed and sworn to before me this 16th day of March, 1915. I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re petition of Malissa Marcy, née Carroll, née Birdsong, for the enrollment of herself and family as citizens by blood of the Choctaw Nation.

The foregoing petition of Malissa Marcy, née Carroll, née Birdsong, for enrollment of herself and others as citizens by blood of the Choctaw Nation, was served upon me by Mr. Webster Ballinger, an attorney at law of Washington, D. C.

Mrs. Marcy claims to be a Choctaw Indian by blood. She does not reside in the Choctaw Nation, but resides at the town of Boley in the Creek Nation. She did not make application, nor did any of the members of her family make application, for enrollment during the time that the rolls of citizenship of the Choctaw Nation were being prepared. As her excuse for not having made application during the time that the rolls were being made she states: "That during the time I should have enrolled myself and family, or looked after them, my family was sick, and I could not go and I just sent to the Dawes Commission a list of the children, their ages and everything and thought that that was sufficient; when I got able to go the roll was closed and commission never answered my letter." This statement would indicate that Mrs. Marcy's family had a long sick spell. The Government was engaged in the preparation of the rolls of the Choctaw Nation for a period of 11 years. Applications of adults were received from June 10, 1896, until the close of the year 1902. Applications for minors born after September 25, 1902, commonly known as "new borns," were received up to and including July 25, 1906. Mrs. Marcy's excuse for not being able to present her application on account of illness of her family seems to be rendered more ridiculous when we take into consideration the fact that the sickness to which she refers did not prevent her from marrying her second husband during the period in which applications were being received. She swears that she was married during the year 1899 to her present husband. The indications from the petitions and accompanying affidavits are that Mrs. Marcy was not a resident of the Choctaw Nation at the time the rolls were being made, but we have not investigated to find whether she was or was not residing in the Choctaw Nation at the time of the passage of the act of June 28, 1898. If she was in the Choctaw Nation at that time, she did not make application, and the act of July 1, 1902 (32 Stat. L., 641), provides as follows:

"During the 90 days first following the date of the final ratification of this agreement the commission to the Five Civilized Tribes may receive applications

for enrollment only of persons whose names are on the tribal rolls, but who have not heretofore been enrolled by said commission, commonly known as "delinquents," and such intermarried white persons as may have married recognized citizens of the Choctaw and Chickasaw Nations in accordance with the tribal laws, customs, and usages on or before the date of the passage of this act by Congress, and such infant children as may have been born to recognized and enrolled citizens on or before the date of the final ratification of this agreement; but the application of no person whomsoever for enrollment shall be received after the expiration of the said 90 days: *Provided*, That nothing in this section shall apply to any person or persons making application for enrollment as Mississippi Choctaws, for whom provision has herein otherwise been made."

Even if these applicants had resided in the Choctaw Nation, and were possessed of Indian blood, they would not, under this law, be now legally entitled to enrollment, but the applicants are not Indians. They are, in fact, negroes. There is attached hereto, and marked "Exhibit A," a letter from Caesar F. Simmons, postmaster at Boley, Okla., where this claimant resides, saying that the applicant is colored. The town of Boley is populated exclusively by negroes.

Mr. Ballinger and his associates have in this case, as in most of their citizenship cases, offered in support of the petition of this applicant the affidavit of Alec Nail, a professional citizenship witness. Nail is an old negro who signs by mark. His affidavit in support of this petition is as follows:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age and that his post office is Boggy Depot, Okla.

"That he knows the applicant but that he has not known her very long; that he was well and personally acquainted with her father and mother.

"Her father was Willie Birdsong, a half-blood Choctaw Indian that was placed on the Freedman roll over his protest; that her mother was Adaline Sanders, before she married Willie Birdsong, and that she was a three-quarter Choctaw Indian by blood.

"That they both lived in what was old Scullyville County, now Leflore, near the line of Arkansas.

"That all of the Sanders were all recognized Choctaw Indians; that William Sanders was the brother of her said mother, Adaline Birdsong née Sanders.

"That he does not know any of the applicant's family.

"ALEC NAIL (his thumb-print).

"STATE OF OKLAHOMA, *Muskogee County*, ss.

"Subscribed and sworn to before me this, the 16th day of March, 1915. I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof, and that he stated that same was true, and that he was the identical person named therein as affiant.

"My commission expires June 2, 1917.

"The name of Alec Nail was written by me at his request and in his presence, and mark made by him in my presence.

"JULIUS GOLDEN,

"*Witness to mark.*

"Attest. _____,

"*Witness to mark.*"

On the 31st day of July, 1915, Alec Nail testified before an officer of the Interior Department as follows:

"Do you know a person named Malissa Marcy, née Carroll, née Birdsong.—A. I don't know.

"Q. There is an affidavit purported to have been made by you in which you are made to say that you were acquainted with this person; you say you do not remember such a person?—A. No, sir.

"Q. You were made to state you were personally acquainted with her mother and father; that her father's name was Willie Birdsong. Do you recall a Willie Birdsong?—A. Yes, sir; I don't know him, but there has been a man up there that claims to be a Birdsong.

"Q. You do not know that that person is the father of this applicant?—A. No, sir.

"Q. You were made to state that her mother was Adaline Sanders; do you remember her?—A. It seems that some one was in that office by the name of Sanders.

"JULIUS GOLDEN,

"*Notary Public.*

"Q. You mean to say that Adaline Sanders, who married Willie Birdsong, was the mother of the applicant in this case?—A. No, sir; I don't know who they was talking about.

"Q. You do not remember this applicant?—A. No, sir; I don't remember her; I don't know nothing about the Birdsongs.

"Q. Do you remember William Sanders?—A. No, sir."

This testimony is, of course, a complete denial of everything contained in the affidavit, but there is one further allegation in the affidavit which Mr. Ballinger and his associates had this old negro swear to that I desire to call attention to. It is this: "Her father was Willie Birdsong, a half-blood Choctaw Indian, that was placed on the Freedman roll over his protest." The old negro witness, when placed on the stand, of course swore that he did not know Willie Birdsong, but the person who prepared the affidavit was, in the usual manner of these attorneys, attempting to set up a relationship between this applicant and some person on the Choctaw rolls, and the old negro, Alec Nail, is made to swear that Willie Birdsong is the father of this applicant, and is enrolled as a Freedman. The fact is that there is a Willie Birdsong enrolled as a Freedman citizen of the Choctaw Nation. His name appears opposite Freedman Roll No. 4506, but this Willie Birdsong was 9 years of age at the time he was enrolled, which was in 1899. This applicant swears that she was 47 years of age at the time she executed the foregoing petition. In other words, Willie Birdsong, who is alleged to be her father, would be 24 years of age at this time, and his daughter, Malissa, would be 47. This discrepancy would be unusual in most cases, but this firm of attorneys seems to find no allegations or statements of facts, however unusual and incongruous they may seem, that they can not substantiate by the testimony of their faithful witnesses, Alec Nail, Webster Burton, and W. M. James.

For the information of the committee, I am attaching hereto a photographic copy of Freedman census card No. 1352, which bears the name of Willie Birdsong, his age, and the date of his enrollment. This exhibit is marked "Exhibit B."

In order to dignify the petition of Malissa Marcy and the affidavit of Alec Nail, Mr. Ballinger and his associates offer in corroboration of these two instruments the affidavit of W. M. James. Mr. James is a negro criminal, who signs his name by mark. He is at present serving a term in the State penitentiary at McAlester, Okla. Before an officer of the Interior Department at Muskogee, Okla., on August 6, 1915, James testified as follows:

"You are an inmate of the county jail now, are you?—A. Yes, sir.

"Q. What crime are you charged with?—A. Check.

"Q. What is the charge against you?—A. Identifying a check; identification.

"Q. Is the charge for false pretense?—A. Yes, sir."

(Since rendering this testimony the witness has been sentenced to a term in the penitentiary.)

"Q. Are you acquainted with Malissa Marcy?—A. No, sir.

"I read you an affidavit purporting to have been made by you before Julius Golden, a notary public, on March 16, 1915, filed by Mr. Webster Ballinger, with the petition for the enrollment of Malissa Marcy and her family as citizens by blood of the Choctaw Nation:

"W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Beeland Okla.

"That he first knew the applicant near Bowell in the Choctaw Nation; that she is the daughter of Malissa Birdsong, who was Malissa Sanders before she married Birdsong.

"That the said Malissa Sanders was a Choctaw Indian by blood and was always considered three-quarters; that I also knew her brother William Sanders and the whole Sanders family and they were all Choctaw Indians. When I first knew them they were living on Sans Bois River; but when I last knew them they were living down on Blue River.

"The mother died down there on Blue River; I knew the father Willie Birdsong, but don't know where he died; he was a half-breed Choctaw who was placed on the Freedman roll over his protest.

"That he was well acquainted with the first husband of the applicant; his name was Tony Carroll and they separated; I knew about the family but not well enough to identify them; I know the man she lives with now at Boley, Okla.; his name William Marcy. They have a boy that lives with them now about 14 years old.

"(Signed.)

W. M. JAMES (by thumb mark).

"Q. Did you make this affidavit?—A. I may have made this affidavit, but I didn't see those people at all. Nail came to me and told me there was a woman who had been here and said I knew her. She had been here and gone. Nail told me who she was and I remembered seeing her at Porum once.

"Q. You took his word for it?—A. Yes, sir; I remember making the affidavit.

"Q. You did not know anything about it yourself?—A. No, sir.

"Q. You took his word that she was a Choctaw by blood?—A. Yes, sir."

Then the reason that these applicants are not entitled to enrollment appears to be—

First. They have not proven that they were residents of the Choctaw Nation on the 28th day of June, 1898, as required by law.

Second. They did not make application for enrollment as citizens of the Choctaw Nation within the time required by law.

Third. They have no Indian blood; they are negroes.

Fourth. The allegations of their applications are false.

Fifth. Affidavits submitted in corroboration of the allegations of their petitions are admitted by the witnesses who made them to be false.

P. J. HURLEY,

National Attorney for the Choctaw Nation.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
FIVE CIVILIZED TRIBES.

Muskogee, Okla., November 3, 1915.

POSTMASTER, *Boley, Okla.*

SIR: Desiring to personally interview Malissa Marcy, probably wife of one William Marcy, in an official matter, I would thank you to promptly inform me, by indorsement hereon and under cover of the inclosed envelope, whether she resides within the delivery of your office, and, if so, whether in town or at what distance and in what direction in the country. If she does not reside within your delivery, any information you may furnish with respect to present post-office address and nearest town or railway station will be appreciated.

Very respectfully,

WM. L. BOWIE,

*Of Special Investigation Service,
Office of Superintendent for the Five Civilized Tribes.*

EXHIBIT A.

Malissa Marcy, Boley, Okla., general delivery.
This person is colored.

CAESAR F. SIMMONS, *P. M.*

EXHIBIT B.

Choctaw Nation, freedmen roll.

[Residence, Kiamitia County; Post Office, Grant, I. T.; Field No. 1352.]

Dawes roll No.	Name.	Relationship to person first named.	Age.	Sex.	Tribal enrollment.			Slave of—
					Year.	County.	No.	
4502	1. Birdsong, Lucy Ann		35	Female..	1896	Kiamitia..	3619	Sampson Fos-
4503	2. McDonald, Ida.....	Daughter..	15	do.....	1896	do.....	2566	som.
4504	3. Birdsong, Violet.....	do.....	13	do.....	1896	do.....	580	
4505	4. Birdsong, Frank.....	Son.....	11	Male.....	1896	do.....	581	
4506	5. Birdsong, Willie.....	do.....	9	do.....	1896	do.....	582	
4507	6. Birdsong, Arthur.....	do.....	4	do.....	1896	do.....	583	
4508	7. McDonald, Eddie (born Feb. 21, 1900).	Grandson..	24	do.....				

No. 1 on 1896 Choctaw as Lucy Ann Ware.

No. 2 is wife of Eli McDonald, Chickasaw freedman card No. D53, refused. Evidence of marriage filed Dec. 24, 1902.

No. 7 enrolled Dec. 24, 1902.

Transferred from Chickasaw freedman card No. 1277.

(Stamped:) Enrollment of Nos. 1, 2, 3, 4, 5, 6, 7, hereon approved by the Secretary of the Interior June 28, 1904.

Date of application for enrollment, — 9, 1899.

[Additional information on reverse side.]

[Printed numbers in first column refer to individual names on reverse side.]

	Name of father.	Father's tribal enrollment.		Father's owner.	Name of mother.	Mother's tribal enrollment.		Mother's owner.
		Year.	County.			Year.	County.	
1	Ed. Folsom.....	Dead.	Kiamitia.....	Sampson Folsom.	Rhoda Folsom.	Died.	Kiamitia..	Sampson Folsom.
2	Sim McCarty.....		Noncitizen.....		No. 1.....			
3	Allen Birdsong.....		do.....		do.....			
4	do.....		do.....		do.....			
5	do.....		do.....		do.....			
6	do.....		do.....		do.....			
7	Eli McDonnel.....		Chickasaw freedman.		No. 2.....			

ENROLLMENT CASE NO. 9.

PETITION OF THOMAS F. EUBANKS FOR ENROLLMENT AS A CITIZEN BY BLOOD OF THE CHOCTAW NATION, PRESENTED BY WEBSTER BALLINGER, ATTORNEY AT LAW—REPLY AND ARGUMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

SUPPLEMENTAL PETITION OF JOSEPH T. EUBANKS IN SUPPORT OF THE PETITION OF THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Joseph T. Eubanks and shows:

That he is 25 years of age and that he lives at Ada, Okla.

That he is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition as is shown by the petition of Thomas F. Eubanks, his father, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all the other descendants of his said father, he knows to be true of his own knowledge; that the matters and things therein contained with reference to the ancestors of his said parents, he has always been taught was true; that he has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts, and that he believes them to be true and so charges the fact to be.

That he has been considered and recognized as a Choctaw Indian ever since he could remember, having been born and raised in the Choctaw. That he knows that his father had his home on the public domain and lived there unmolested. That he has never been required to pay permits but was accorded all the rights and recognition of the other Choctaw Indians all his life, except an allotment.

That during the enrolling period of his said tribe ever since he was born he was a minor: that roll was closed by operation of law long before he reached his majority and although he was long past the age to have been enrolled and allotted his name was never placed on the roll and he was denied his allotment.

That he has thus been deprived of his share of the common property of his tribe through no fault of his, but solely on account of the negligence of his parents, the disregard of the Choctaw Nation and the omission of the Dawes Commission, solely because he was a minor.

That he now claims what he should have received during that period as in law, justice, and equity he is entitled.

That his name appears in the said petition of his said father at his request and that he hereby ratifies and confirms the same and joins in the prayer thereto appended.

JOSEPH T. EUBANKS.

STATE OF OKLAHOMA,
Payne County, ss.

Subscribed and sworn to before me this the 29th day of April, 1915. I further certify that I read over the above petition to the affiant and that he

knew the contents thereof and that he stated that the matters and things therein contained were true and that he was the identical person named therein as petitioner.

[SEAL.]

J. W. NEIL,
Notary Public.

(My commission expires Mar. 31, 1918.)

PETITION OF THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF AND FAMILY
AND IN BEHALF OF HIS GRANDCHILDREN AS CHOCTAWS BY BLOOD.

Comes now Thomas F. Eubanks and shows:

That he is 62 years of age and that he lives at Alabama Avenue, South Okmulgee, Okla.

That he is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition; that he is the son of Betsey Eubanks, née Robbins, a three-quarter Choctaw Indian; that the name of my father was William Eubanks, a Choctaw Indian by blood; that both said father and mother died prior to final enrollment.

That his said mother had a sister named Patsie, who married a Joe Ward, deceased, as is also the said Patsie.

That Daisy Robbins, enrolled No. 6618, on the approved roll of Choctaws by blood, is a cousin of my said mother.

That the enrolled relatives of his said father as shown by the approved roll are Earnest Eubanks, enrolled opposite No. 15432, and Ella Eubanks, enrolled opposite No. 15954, on said roll.

That they are the children of his said father's brother, Talt, by different women, as he is informed.

That he was born in the Choctaw Nation near Scullyville and lived there until he was 4 years of age, then was taken by his said father to Texas, then to Arkansas, where his said father died in 1868, and that he then returned to the Choctaw Nation and has since lived in the Choctaw and Chickasaw Nations at various places.

That on the 30th day of April, 1876, he was duly and lawfully married to Ruthie Allen, with whom he still lives; that there was born to this union the following-named children, to wit:

Caria Eubanks, age 34 years; Maudella Star, age 32 years; Lula V. Hirrell, age 28 years; Joseph T. Eubanks, age 25 years; Morlin Eubanks, age 19 years; Leroy Eubanks, age 17 years; Lillie H. Eubanks, age 15 years; Willie B. Eubanks, age 13 years.

Children of Caria Eubanks (grandchildren): Sammie Eubanks, age 13 years; Erie Eubanks, age 11 years.

Children of Maudella Star (grandchildren): Teddie Star, age 13 years; Eddie Star, age 11 years; Clara May, age 10 years.

Children of Lula V. Hirrell (grandchildren): Ruby May Hirrell, age 10 years.

Petition further shows that the reason that his name and the names of his said family were not placed on the approved roll by the Dawes Commission was that he came to Muskogee to the Dawes Commission for the purpose of enrollment of himself and family; that he met one of his Indian neighbors that had preceded him and was told by him that he had to pay \$60 to get to the Dawes Commission; that that was what he had to pay.

When I went there I expected to pay the \$60, as he had informed me, and the small man—I can't give his name—met me at the door and collected from me the \$60, and I went before the commission and they told me that they would notify me when to come back; then the same small man told me that I would have to pay \$500 per capita for the enrollment of myself and family. I just simply did not have the money, as I was a poor man, and I went home; then, after the roll was closed, the commission notified me to return; but I learned that the roll was closed, through the paper, and thought it useless to come.

Petitioner further shows that he had always been recognized as a Choctaw Indian and enjoyed all the privileges as such that the other Choctaw Indians had.

That he built him a home on the public domain 10 miles west from Ada and put in cultivation 160 acres which he lived on until it was allotted away from me, unmolested.

"I knew that I was a Choctaw Indian and never entertained any idea that for any reason that I would be deprived of my right and dispossessed of my home on which I had lived for nine years, as a Choctaw Indian, unmolested and recognized."

Petition further shows, that the enrollment by the Dawes Commission, on the final roll, of the descendants from the same common ancestor as heretofore mentioned in this petition, is a final adjudication and a full determination of the rights of this applicant and his lineal descendants to be enrolled.

That if they were entitled, which applicant admits, he is also entitled and if he is not entitled, their names should be stricken from the roll.

That his said tribe never notified him that his recognition would ever cease or that for any reason he was required to protect his birthright or make proof of his blood as a Choctaw.

That he did everything that he was able to do and knew how to do, with the result that his said tribe took advantage of his ignorance, the Dawes Commission disregarded his application, and him and his family, all of whom were citizens by birth, were omitted from the roll.

Wherefore petitioner prays that his name, Thomas F. Eubanks and the said names of his children, Carria Eubanks, Maudella Star, Lulu V. V. Hirrell, Joseph T., Morlin, Leroy, Lillie H., and Willie B. Eubanks; also the names of his said grandchildren, Sammie and Erie Eubanks, and Teddie, Eddie, and Clara Star, and Ruby May Hirrell, be placed on the approved roll of Choctaw Indians by blood, and that to them and to each of them be given their distributive share of the common property of the Choctaw Tribe of Indians, the same as is given to all other Choctaws by blood.

THOMAS F. EUBANKS.

STATE OF OKLAHOMA,

Muskogee County, ss:

Thomas F. Eubanks, being first duly sworn, on oath states, that he is the above named Thomas F. Eubanks; that he has read over the above and foregoing petition and knows the contents, and the matters and things therein contained are true.

THOMAS F. EUBANKS.

Subscribed and sworn to before me this 26th day of March, 1915; I further certify that I read over to the affiant the above petition and that he knows the contents thereof, and that he stated that same was true.

[L. S.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

SUPPLEMENTAL PETITION OF CARIA M. EUBANKS IN SUPPORT OF THE PETITION OF THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Caria M. Eubanks and shows:

That he is 34 years of age and that his present post office is Santa Barbara, Cal.

That he is a Choctaw Indian by blood, by descent, by residence, and by recognition, as is shown by the petition of Thomas F. Eubanks, his father, made in his behalf, to which this petition is attached and made a part.

That he has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to his relationship and residence and the relationship and residence of all the other descendants of his said parents named therein he knows to be true of his own knowledge.

That the matters and things therein contained with reference to the ancestors of his said parents he has always been taught were true; that he has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts, and that he believes them to be true, and so charges the fact to be.

That on the — day of February, 1901, he was duly and lawfully married to Evaline Owens; that there was born to this union the following named children, to wit: Sammie Eubanks, born August 11, 1902; Erie Eubanks, born February 2, 1905.

That both of said children are living and live with the petitioner at above stated place of residence.

That he has been considered and recognized as a Choctaw Indian ever since he could remember; that he helped his said father to clear up the place on the public domain described in his petition. That he lived on the place after he was married and until it was allotted away from them. That during all the years that they lived there as Choctaw Indians they were not molested or required to pay permits.

That he waited for his father to enroll himself and family until it was too late for him to make an application; the roll was closed.

That his name appears in the said petition of his father, and also the names of his said children at his request, and that he hereby ratifies and confirms the same and joins in the prayer thereto appended.

CARIA EUBANKS.

STATE OF CALIFORNIA, *Santa Barbara County, ss.*

Subscribed and sworn to before me this the 8th day of April, 1915. I further certify that I read over the above petition to the affiant and that he knew the contents thereof and that he stated that the same was true, and that he was the identical person named therein as the petitioner.

[SEAL.]

G. M. MOLEY,

Notary Public in and for the County of Santa Barbara,

State of California.

(My commission expires Mar. 9, 1918.)

SUPPLEMENTAL PETITION OF MAUDELLA START, IN SUPPORT OF THE PETITION OF THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF ET AL., CHOCTAW INDIANS.

Comes now Maudella Start and shows—

That she is 32 years of age and that she lives 3 miles northwest from Maxwell, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as is shown by the petition of Thomas F. Eubanks, her father, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof and that the matters and things therein with reference to her relationship and residence and the relationship and residence of all the other parties named therein, she knows of her own knowledge; that the matters and things therein contained with reference to the ancestors of her parents, she has always been taught were true; that she has also been told that they were true by reliable persons who were personally acquainted with the parties and knew the facts, and that she believes them to be true and so charges the fact to be.

That on the 14th day of May, 1899, she was duly and lawfully married to James Start; that there was born to this union the following named children, to wit: Teddie Start, born October 12, 1900; Eddie Start, born September 9, 1902; Clara Start, born October 18, 1905.

That all the above-named children are alive and live with their said parents at the above-stated place of residence.

Petitioner further shows that she has been considered and recognized as a Choctaw Indian ever since she could remember, having been born and raised in the Choctaw Nation on the public domain that her father had improved.

That she, like the others of her said father's family, depended on him to enroll her, and as he did not succeed she made no application.

That her name and the names of her said children appear in the said petition of her father at her request, and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

MAUD START.

STATE OF OKLAHOMA, *Muskogee County, ss.*

Subscribed and sworn to before me this the 3d day of April, 1915. I further certify that I read over the above petition to the affiant and that she knew the contents thereof and that she stated that same was true and that she was the identical person named therein as petitioner.

[SEAL.]

JULIUS GOLDEN,

Notary Public.

(My commission expires June 2, 1917.)

SUPPLEMENTAL PETITION OF LULA HIRRIILL IN SUPPORT OF THE PETITION THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

Comes now Lulu Hirrill and shows:

That she is 28 years of age, and that she lives in Alabama Avenue, South Okmulgee, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition, as shown by the petition of Thomas F. Eubanks, her father, made in her behalf, to which this petition is attached and made a part.

That she has read over said petition and knows the contents thereof, and that the matters and things therein contained with reference to her relationship and residence and the relationship and residence of all the other descendants of her said father, she knows of her own knowledge to be true; that the matters and things therein contained with reference to ancestors of her said parents, she has always been taught were true; that she has also been told that they were true by reliable persons that were personally acquainted with the parties and knew the facts, and that she believes them to be true, and so charges the fact to be.

That on the 22d day of March, 1903, she was duly and lawfully married to Henry Hirrill; that there was born to this union the following-named child, to wit: Ruby May Hirrill, born July 14, 1905, and is still living.

That she has been considered and recognized as a Choctaw Indian ever since she could remember, having been born and raised in the Choctaw Nation; that she lived with her said father on the public domain until the same was allotted away from him; that prior to allotment they all lived on the public domain unmolested.

That her name and the name of her said child appears in the petition of her said father at her request, and that she hereby ratifies and confirms the same and joins in the prayer thereto appended.

LULA HIRRIILL.

STATE OF OKLAHOMA, *Muskogee County, ss.*

Subscribed and sworn to before me this the 3d day of April, 1915. I further certify that I read over the above petition to the affiant, and that she knew he contents thereof, and that she stated that same was true, and that she was the identical person named herein as petitioner.

[SEAL]

JULIUS GOLDEN,
Notary Public.

My commission expires June 2, 1917.

AFFIDAVIT OF ISAAC FULSOME IN SUPPORT OF THE PETITION OF THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAWS BY BLOOD.

STATE OF OKLAHOMA,
County of Garvin, ss.:

Isaac Fulsome, being by me first duly sworn, deposes and says that Thomas Franklin Eubanks is the son of William Eubanks and Betsey Eubanks, nee Robins, and that Betsy Eubanks, nee Robins, is a cousin of mine by blood, me being a full-blood Choctaw Indian, and further states that I have known the above stated parties all my life and have always known them to be Choctaw Indians.

(Signed) ISAAC FULSOME.

Subscribed and sworn to before me this the 9th day of January, 1915.

(Signed) C. H. MASSEY,
Notary Public.

AFFIDAVIT OF JOHNSON GIFT IN SUPPORT OF THE PETITION OF THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF ET AL. AS CHOCTAW INDIANS.

STAFFORD, OKLA.

This is to certify that I am an Indian by blood; that I am well acquainted with Thomas F. Eubanks and his family; that he is a Choctaw by blood; and that

he held land under the public domain until it was allotted away from him, and have always known him and his family to be Choctaws.

(Signed) JOHNSON GIFT.

Subscribed and sworn to before me this the 24th day of April, 1915.

(Signed) C. H. MASSEY,
Notary Public.

(My commission expires March 3d, 1917.)

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF THOMAS F. EUBANKS FOR THE ENROLLMENT OF HIMSELF AND FAMILY AND GRANDCHILDREN AS CHOCTAW INDIANS.

ALEC NAIL, being first duly sworn, on oath states:

That he is 72 years of age, and that he lives at 1206 South Third Street, Muskogee, Okla.

That he has recently met the applicant, and that he is well and personally acquainted with the Choctaw Indians that he claims to have been his ancestors.

That his said father, William Eubanks, was the son of Old Joe Eubanks, and that they were always counted full blood. They lived like full bloods. They lived about 4 miles east of Fort Towson, where I lived until I was 12 years old. I further know that some of the same family moved up to near Old Scullyville, where the applicant says he was born.

I knew Betsey Robins, the woman that he says is his mother, and have been told that she married a Eubanks. In fact, it was generally known that she married a Eubanks. She lived in huts just like the other full bloods, and was counted a full blood.

All the above persons referred to were Choctaw Indians, and all lived in either the Choctaw or Chickasaw nations.

Affiant further states that he has heard read the affidavit of Old Isaac Fulson, with whom he is well and personally acquainted, and if there had been any doubts about the parties being Indians he would never have given them such an affidavit.

ALEC. NAIL (his thumb print).

The name of Alec. Nail was written by me at his request and in his presence, and mark made by him in my presence.

JULIUS GOLDEN, witness to clerk.

STATE OF OKLAHOMA, *Muskogee County, ss:*

Subscribed and sworn to before me this the 26th day of March, 1915. I further certify that I read over and fully explained the above affidavit to the affiant, and that he knew the contents thereof, and that he stated that same was true, and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

A copy of a petition was served on me by Mr. Webster Ballinger, an attorney at law, of Washington, D. C., for the enrollment of Thomas F. Eubanks et al. as citizens by blood of the Choctaw Nation.

Thomas F. Eubanks claims to be a citizen by blood of the Choctaw Nation and petitions that himself and family be enrolled as such. He claims to be related to certain persons whose names appear upon the approved roll of the Choctaw Nation. Thomas F. Eubanks swears to the following statement:

"That he was born in the Choctaw Nation, near Scullyville, and lived there until he was 4 years of age; then was taken by his said father to Texas, then to Arkansas, where his said father died in 1868, and that he then returned to the Choctaw Nation and has since lived in the Choctaw and Chickasaw Nations at various places."

Eubanks's address at the present time is Okmulgee, Okla., which is not in the Choctaw Nation.

Eubanks states that he was always recognized as a Choctaw Indian and enjoyed all the privileges of citizenship in said tribe; that he made application

to the Dawes Commission for enrollment for himself and his family; that he did everything he was able to do and knew how to do to secure his rights, but that advantage was taken of him on account of his ignorance, and that the Dawes Commission disregarded his application for himself and the members of his family, and that they were all omitted from the roll.

It appears from the records of the office of the Commission to the Five Civilized Tribes that Thomas F. Eubanks and his family were applicants for identification as Mississippi Choctaws in case No. R. 5536. It happens also that in said mentioned case the testimony of Thomas F. Eubanks was taken before the Commission to the Five Civilized Tribes at Muskogee, Ind. T., on May 10, 1902. L. P. Hudson appeared at said hearing as attorney for the applicants. It is necessary for me to quote here a few lines of Eubanks's testimony before the commission on the date above mentioned to show the absolute disregard for the truth evidenced in that part of Eubanks's petition filed by Mr. Ballinger, which I have quoted above.

"Q. What is your name?—A. Thomas F. Eubanks.

"Q. How old are you?—A. I am 49 years old.

"Q. What is your post-office address?—A. Asher, Okla.

"Q. How long have you lived at Asher?—A. About six months.

"Q. Where did you live before that?—A. In the Chickasaw Nation.

"Q. How long did you live in the Chickasaw Nation?—A. 18 years.

"Q. Where did you live before you lived there?—A. In Texas.

"Q. How many years did you live in Texas?—A. I was raised there.

"Q. Were you born in Texas?—A. I was born in Arkansas, and went from there to Texas."

In his petition filed by Mr. Ballinger, a copy of which is before me, and which is dated the 26th day of March, 1915, Eubanks swears "that he was born in the Choctaw Nation near Scullyville and lived there until he was 4 years of age." This irreconcilable conflict between the two sworn statements of Mr. Eubanks would seem to establish the degree of confidence that should be placed in any of his statements. If there is a question as to which statement should be given credence Mr. Ballinger will probably call attention to the fact that the last statement made by Mr. Eubanks is supported by the affidavit of Mr. Ballinger's star witness, Alec Nail, who signs by mark.

We have read so many affidavits concerning different applicants, their rights, their degree of blood, their family relationship, their place of residence, and their ages, made by this witness, that we are confident that for proper consideration he can swear to more facts concerning applicants who desire enrollment as Choctaw citizens than any person who has ever been used as a professional witness in citizenship matters. Mr. Ballinger seems to have discovered a genius as a witness when he discovered Alec Nail.

The record in this case show that the applicants claim as Mississippi Choctaws. Thomas F. Eubanks states in his testimony, taken in 1902, that he claimed through his mother whom he alleges, was a Mississippi Choctaw of one-fourth blood. That would make Thomas F. Eubanks a one-eighth blood, his children, one-sixteenth blood, and his grandchildren, who are applicants, one thirty-second blood, but he was unable to prove that his mother was in reality a Choctaw at all. He was not able to prove that she complied or attempted to comply with the provisions of the fourteenth article of the treaty of 1830. Even if his mother had been a Mississippi Choctaw she would not have been entitled to enrollment unless she could make such proof. No Mississippi Choctaws were entitled to enrollment unless they were enrolled under the so-called full-blood rule, which permitted the enrollment of full-blood Mississippi Choctaws, or could prove conclusively that they were descendants of a patentee or scripree or one of those persons on the supplemental schedule who complied or attempted to comply with the provisions of the fourteenth article of the treaty of 1830. The records show that this claimant failed absolutely to make such proof. They were rightly denied enrollment by the Commission to the Five Civilized Tribes. The petitioner makes the following statement in his petition:

"Petitioner further shows: that the reason that his name and the names of his family were not placed on the approved roll by the Dawes Commission was: that he came to Muskogee to the Dawes Commission for the purpose of enrollment of himself and family; that he met one of his Indian neighbors who had preceded him and was told by him that he had to pay \$60 to get to the Dawes Commission, that that was what he had to pay.

"When I went there I expected to pay \$60 as he had informed me and that the small man—I can't give his name—met me at the door and collected from me the \$60, and I went before the commission and they told me that they would notify me when to come back; then the same small man told me that I would have to pay \$50 per capita for the enrollment of myself and family."

Of course the petitioner had an attorney to appear for him in the case but it is probable that he did pay money to some one who was conducting a fraudulent citizenship bureau, and that he was asked for money. There are many cases in which claimants who were not enrolled, and not entitled to enrollment, were led by unscrupulous lawyers to believe that they, the lawyers, had the power to enroll them, and that they could be enrolled by paying a certain amount of money. I have no doubt but that some of these lawyers led the applicants to believe that they, the lawyers, were in reality the Commission to the Five Civilized Tribes, and that the ignorant applicants sometimes believed they were bribing the commission when in fact they were not in the presence of the commission at all. I am informed that this practice was continued even after the rolls were closed, and there is some evidence to show that the same kind of fraud has been practiced within the last year.

In fact, the firm of Ballinger, Lindley & Rodkey have offices in the same building with the offices of the Superintendent to the Five Civilized Tribes, at Muskogee, Okla., and I have in my possession evidence to show that many claimants for citizenship were led to believe that this firm of attorneys is connected with the Government; that the rolls of citizenship have been reopened, and that these gentlemen are engaged in the business of enrolling applicants for the Government. In this connection I refer to a report made by Mr. William L. Bowie, a special inspector in the service of the superintendent to the Five Civilized Tribes.

In order to convince the committee that Thomas F. Eubanks and his family were not deprived of their right by reason of the conduct of any fraudulent citizenship bureau, I am attaching hereto a complete and certified copy of the testimony of Thomas F. Eubanks taken before the Commission to the Five Civilized Tribes at Muskogee, Ind. T., May 10, 1902; also a complete and certified copy of the decision of the Commission to the Five Civilized Tribes in the case of Thomas F. Eubanks and others on November 1, 1902.

These papers show conclusively that Thomas F. Eubanks was denied enrollment as a citizen of the Choctaw Nation after a full and fair hearing, and was denied—first, because he was unable to prove that he was of Indian descent; second, because he claimed as a Mississippi Choctaw and was unable to show that, as such, any of his ancestors had complied or attempted to comply with the fourteenth article of the treaty of 1830.

We have shown elsewhere in this argument that the statements made by Thomas F. Eubanks in the petition under consideration are false. We have proven the statements contained in the petition to be false by the testimony of the petitioner himself which was taken in his case, while the same was pending before the Commission to the Five Civilized Tribes; but, in corroboration of the false statements contained in the petition submitted by Thomas F. Eubanks, Mr. Ballinger and his associates have presented an affidavit signed by Alec Nail, an old negro, who signs by mark. The affidavit of Alec Nail is in full as follows:

"Affidavit of Alec Nail in support of the petition of Thomas F. Eubanks for the enrollment of himself and family and grandchildren as Choctaw Indians.

"Alec Nail, being first duly sworn on oath, states that he is 72 years of age and that he lives at 1206 South Third Street, Muskogee, Okla.

"That he has recently met the applicant, and that he is well and personally acquainted with the Choctaw Indians that he claims to have been his ancestors.

"That his said father, William Eubanks, was the son of old Joe Eubanks, and that they were always counted full blood; they lived like full bloods. They lived about 4 miles east of Fort Towson, where I lived until I was 12 years old. I further know that some of the same family moved up to near old Scullyville, where the applicant says he was born.

"I knew Betsey Robins, the woman that he says is his mother, and have been told that she married a Eubanks; in fact, it was generally known that she married a Eubanks; she lived in huts just like the other full bloods and was counted a full blood.

"All the above persons referred to were Choctaw Indians and all lived in either the Choctaw or Chickasaw Nation.

"Affiant further states that he has heard read the affidavit of old Isaac Fulson, with whom he is well and personally acquainted, and if there had been any doubts about the parties being Indians he would never have given them such an affidavit.

"(Signed) ALEC NAIL (by mark).

"STATE OF OKLAHOMA, *Muskogee County*, ss:

"Subscribed and sworn to before me this the 26th day of March, 1915. I further certify that I read over and fully explained the above affidavit to the affiant, and that he knew the contents thereof, and that he stated that same was true, and that he was the identical person named therein as affiant.

"[SEAL.]

(Signed)

JULIUS GOLDEN,

"Notary Public.

"(My commission expires June 2, 1917.)"

As stated in other cases which I have presented, Alec Nail is one of the professional witnesses used by Ballinger, Lindley & Rodkey. His affidavit here corroborates the false statements contained in the petition which has been filed by Mr. Ballinger for Thomas F. Eubanks. The statements in this affidavit, like the statements in the petition, are in direct conflict with the true facts in this case, as shown by the certified copy of the evidence taken before the Commission of the Five Civilized Tribes, and the decision of that commission, which are attached hereto.

When Alec Nail was asked to testify on this subject on July 31, 1915, after having first been duly sworn, he testified as follows:

"Q. Do you know a man by the name of Thomas F. Eubanks?—A. Yes, sir; know him since he has been coming up to this office.

"Q. You never saw him before?—A. No, sir.

"Q. Was there a white man by this name who came up to this office to make application?—A. Yes, sir.

"Q. Do you know where he lives?—A. No, sir; somewhere in the Creek Nation.

"Q. How old a man is he?—A. He looks he is about 50 or 55 years old—as old as I am.

"Q. You say you never saw this man until he asked you to be a witness for him?—A. No, sir; did not know him when this man asked me if I had met him.

"Q. Did you know his parents?—A. No, sir; I forgot what he said; he claimed kin to some Indian family.

"Q. Do you know Joe Eubanks?—A. Is a Choctaw?

"Q. Do you know Joe Eubanks?—A. No, sir; I don't reckon so.

"Q. Did you ever know William Eubanks?—A. Yes, sir; I think so.

"Q. You think?—A. Am not positive.

"Q. Do you know where he lives?—A. No, sir. He used to live close to Wheelock.

"Q. Is Wheelock close to Fort Towson?—A. Yes, sir; in Towson County."

Again in the same testimony, after having heard the affidavit above quoted read, the witness testified as follows:

"Q. You state in this affidavit that William Eubanks was this applicant's father; that he was the son of old Joe Eubanks, and you have just stated to me that you did not know this person?—A. Well, not to my mind; but if you call over their names I could recall them. I never knew nothing of the Eubanks until they came in.

"Q. Was this affidavit read over to you before you made your thumb print thereon?—A. They read them over. I don't know what they were doing."

Again, in the same testimony, the witness was asked:

"Q. Do you remember what was given you for making this particular affidavit?—A. No, sir; I don't. It was not much."

P. J. HURLEY,

National Attorney for the Choctaw Nation.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES,
Muskogee, Ind. T., May 10, 1902.

In the matter of the application of Thomas F. Eubanks for the identification of himself and his six minor children, Louisa V. Eubanks, Joseph Thomas

Eubanks, Marlin Marcus Eubanks, Roy Lee Eubanks, Lillie Hortense Eubanks, Willie Belle Eubanks, as Mississippi Choctaws.

L. P. Hudson appeared as attorney for applicants.

THOMAS F. EUBANKS, being first duly sworn, testified as follows:

EXAMINATION BY THE COMMISSION:

- Q. What is your name?—A. Thomas F. Eubanks.
 Q. How old you?—A. I am 49 years old.
 Q. What is your post-office address?—A. Asher, Oklahoma.
 Q. How long have you lived at Asher?—A. About six months.
 Q. Where did you live before that?—A. In the Chickasaw Nation.
 Q. How long did you live in the Chickasaw Nation?—A. Eighteen years.
 Q. Where did you live before you lived there?—A. In Texas.
 Q. How many years did you live in Texas?—A. I was raised there.
 Q. Were you born in Texas?—A. I was born in Arkansas and went from there to Texas.
 Q. Is your father living?—A. No sir.
 Q. Is your mother living?—A. No, sir.
 Q. What was your father's name?—A. William Eubanks.
 Q. What was your mother's name?—A. Elizabeth Eubanks.
 Q. Through which parent do you claim Choctaw blood?—A. My mother.
 Q. How much Choctaw blood do you claim?—A. One-eighth.
 Q. Has your mother ever been recognized in any way or enrolled as a citizen of the Choctaw Nation in Indian Territory?—A. Not that I know of.
 Q. Are you married?—A. Yes, sir.
 Q. Is your wife living?—A. Yes, sir.
 Q. Is she an Indian or white woman?—A. She is a white woman.
 Q. What is her name?—A. Ruthie Ellen Eubanks.
 Q. Do you make any claim for her?—A. No, sir.
 Q. How many children have you under age and unmarried?—A. I have six.
 Q. Give me the name of the oldest one.—A. Louisa V. Eubanks.
 Q. How old is she?—A. Fifteen years old.
 Q. The next one?—A. Joseph Thomas Eubanks.
 Q. How old is he?—A. Thirteen.
 Q. Next?—A. Marlin Marcus Eubanks.
 Q. How old is he?—A. Eight years old.
 Q. Next one?—A. Roy Lee Eubanks.
 Q. How old is he?—A. Six years old.
 Q. Next one?—A. Lillie Hortense Eubanks.
 Q. How old?—A. Four years old.
 Q. Next?—A. Willie Belle Eubanks.
 Q. How old?—A. One year old.
 Q. You claim for yourself and these six children?—A. Yes, sir.
 Q. Is Ruthie Ellen Eubanks the mother of these children?—A. Yes, sir.
 Q. Are you and your wife living together and these children with you?—
 A. Yes, sir.
 Q. Were either of you married before you married each other?—A. No, sir.
 Q. Have you the proof of your marriage with you?—A. No, but I suppose I can get it.
 A reasonable time will be allowed applicant in which to supply the proof of his marriage.
 Q. Is your name or the names of any of your children on any of the tribal rolls of the Choctaw Nation in Indian Territory?—A. Not that I know of.
 Q. Have you ever made application for citizenship for yourself and children in the Choctaw Nation either to the Choctaw tribal authorities or to the United States authorities in Indian Territory?—A. No, sir.
 Q. Have you ever applied to the Commission to the Five Civilized Tribes for enrollment of yourself and children under the act of Congress of June 10, 1896?—A. No, sir.
 Q. Is this the first application you have ever made to any authority whatever for the enrollment of yourself and children as citizens of the Choctaw Nation?—A. Yes, sir. Except as I spoke to Judge Hudson this morning; three years ago I wrote to the Secretary of the Interior and sent the names of my

family, and he wrote to me to go to the Dawes Commission with my application.

Q. What did you do? A. I did not go before the Dawes Commission, because there were so many sharks over there where I was who wanted to represent me that I would not have anything to do with them. I did not do anything more about it.

Q. Do you now come before the commission to identify yourself and children as Mississippi Choctaws, claiming under article 14 of the treaty of 1830?—A. Yes, sir.

Q. Do you understand that article of that treaty?—A. I think so. It reads as follows:

"Each Choctaw head of a family being desirous to remain and become a citizen of the States shall be permitted to do so by signifying his intention to the agent within six months from the ratification of this treaty, and he or she shall thereupon be entitled to a reservation of one section of six hundred and forty acres of land to be bounded by sectional lines of survey; in like manner shall be entitled to one-half that quantity for each unmarried child which is living with him over 10 years of age and a quarter section to such child as may be under 10 years of age, to adjoin the location of the parent. If they reside upon said lands intending to become citizens of the States for five years after the ratification of this treaty, in that case a grant in fee simple shall issue. Said reservation shall include the present improvement of the head of the family or a portion of it. Persons who claim under this article shall not lose the privilege of a Choctaw citizen, but if they ever remove are not to be entitled to any portion of the Choctaw annuity."

Q. Do you understand that now?—A. Yes, sir.

Q. What is the name of your Choctaw ancestor through whom you claim the right to be identified as a Mississippi Choctaw?—A. Elizabeth Robbins.

Q. Did any of your Choctaw ancestors comply or attempt to comply in any way with the provisions of that article of that treaty?—A. I can not tell you; I don't know.

Q. Did Elizabeth Robbins live in Mississippi in 1830, or in Alabama?—A. I can not tell you.

Q. Where was she living at that time?—A. I don't know.

Q. Did she ever live in Mississippi?—A. Yes, sir. She claimed she lived in Mississippi.

Q. Can you give me the names of any of your ancestors who lived in Mississippi or Alabama in 1830 and was the head of a family there?—A. I can not.

Q. How much Choctaw blood did Elizabeth Robbins have?—A. My mother was a quarteroon, a quarter blood Choctaw.

Q. What was your mother's maiden name?—A. Elizabeth Robbins.

Q. Did she claim through her mother or father?—A. She claimed through her mother.

Q. What was her mother's name?—A. Gaffey, to the best of my recollection.

Q. What was her first name? A. They called her Nellie.

Q. Nellie Caffey was her maiden name before she married Robbins?—A. Yes; her married name was Nellie Robbins.

Q. Did Nellie Caffey or Nellie Robbins have Indian blood?—A. She claimed to have; yes, sir.

Q. Did she live in Mississippi or Alabama in 1830?—A. It seems to me that she did live in Mississippi and went from there to Texas.

Q. Do you know whether she lived in Mississippi in 1830 and had a family there then?—A. I don't know whether she did or not at that time.

Q. Did any of your Choctaw ancestors own or claim any lands in the old Choctaw Nation under article 14 of the treaty of 1830?—A. Not that I know of.

Q. Did any of your Choctaw ancestors within six months after the treaty of 1830 was ratified go to the United States Indian agent, Col. Ward, and tell him that they wanted to remain in Mississippi, take lands there, and become citizens of the States?—A. I don't know.

Q. Did any of them own any improvements on lands in Mississippi or Alabama in 1830?—A. I don't know.

Q. Did any of your Choctaw ancestors go with the other Indians from the Choctaw Nation east of the Mississippi River to the Choctaw Nation in Indian Territory between 1833 and 1838 and 1840?—A. Not that I know of.

Q. Did any of your Choctaw ancestors within six months after the ratification of the treaty of 1830 go to the United States Indian agent, Col. Ward, and tell him they wanted to stay, take lands, and become citizens of the States?—A. I don't know.

Q. In 1837 and 1842 commissions were appointed by Congress which went to Mississippi and heard claimants under article 14 of the treaty of 1830. Many of the Choctaw Indians who went to Col. Ward in accordance with the provisions of article 14 and signified their intention of remaining and becoming citizens were not put upon his list, known as "Ward's register," and his failure to so put them upon his record caused many to lose both their land and improvements, for both were taken from them and sold by the Government at its public land sales. These commissions went to Mississippi to hear the claims of those who had had land or improvements taken from them by the Government and sold. Do you know whether any of your ancestors went before either of these commissions and claimed benefits under article 14 of the treaty of 1830?—A. I don't know.

Q. Did any of your Choctaw ancestors receive any scrip from the Government which was issued under the act of Congress of August 23, 1842, and which entitled the holders to select lands from the vacant Government lands in Mississippi, Alabama, Louisiana, or Arkansas to take the place of those which had been taken by the Government and sold?—A. I don't know.

Q. Have you any relatives or kinsfolk who have been before the commission to be identified as Mississippi Choctaws?—A. None that I know of.

Q. You are not related to Benjamin F. Brock, are you?—A. No, sir.

Q. Have you any other evidence you will want to introduce later?

(L. P. Hudson, attorney for applicant, asks leave to file written evidence in support of this application in the near future.

Motion allowed by the commission.)

Q. Do you speak or understand the Choctaw language?—A. No, sir. I know very little about it.

This applicant has the appearance and physical characteristics of being descended from white parentage; has dark complexion, somewhat tanned; brown eyes and black hair; he has no knowledge of the Choctaw language and no knowledge of any compliance on the part of any of his ancestors with any of the provisions of article 14 of the treaty of 1830.

S. A. Apple, being duly sworn, on his oath states that as stenographer to the Commission to the Five Civilized Tribes he reported the above proceedings on May 10, 1902; and that foregoing is a true and correct transcript of his stenographic notes in same, to the best of his knowledge and ability.

S. A. APPLE.

Subscribed and sworn to before me this 15th day of May, 1902.

[SEAL.]

CHARLES H. SAWYER,
Notary Public.

DEPARTMENT OF THE INTERIOR,
COMMISSION TO THE FIVE CIVILIZED TRIBES.

In the matter of the application of Thomas F. Eubanks et al. for identification as Mississippi Choctaws. M. C. R. 5536.

DECISION.

It appears from the record herein that application for identification as Mississippi Choctaws was made to this commission by Thomas F. Eubanks for himself and his six minor children, Louisa V., Joseph Thomas, Marlin Marcus, Roy Lee, Lillie Hortense, and Willie Belle Eubanks, under the following provision of the act of Congress approved June 28, 1898 (30 Stats., 495):

"Said commission shall have authority to determine the identity of Choctaw Indians claiming rights in the Choctaw lands under article fourteen of the

treaty between the United States and the Choctaw Nation, concluded September twenty-seventh, eighteen hundred and thirty, and to that end may administer oaths, examine witnesses, and perform all other acts necessary thereto, and make report to the Secretary of the Interior."

It also appears that all of said applicants claim rights in the Choctaw lands under article 14 of the treaty between the United States and the Choctaw Nation, concluded September 27, 1830, by reason of being descendants of one Nellie Robbins (née Caffey), who is alleged to have been a Choctaw Indian (degree of blood not stated).

It further appears from the evidence submitted in support of said application, and from the records in the possession of the commission, that none of said applicants has ever been enrolled by the Choctaw tribal authorities as a member of the Choctaw Tribe, or admitted to Choctaw citizenship by a duly constituted court or committee of the Choctaw Nation, or by the Commission to the Five Civilized Tribes, or by a decree of the United States Court in Indian Territory, under the provisions of the act of Congress approved June 10, 1896 (29 Stats., 321).

It does not appear from the testimony and evidence offered in support of said application or from the records in the possession of the commission relating to persons who complied or attempted to comply with the provisions of said Article 14 of the treaty of 1830, and to persons who heretofore were claimants thereunder; that the said Nellie Robbins (née Caffey) or a less remote ancestor, signified (in person or by proxy) to Col. Wm. Ward, Indian Agent, Choctaw Agency, an intention to comply with the provisions of said Article 14, or presented a claim to rights thereunder to either of the commissions authorized to adjudicate such claims by the acts of Congress approved March 3, 1837 (5 Stats., 180), and August 23, 1842 (5 Stats., 513).

It is therefore the opinion of this commission that the evidence herein is insufficient to determine the identity of Thomas F. Eubanks, Louisa V. Eubanks, Joseph Thomas Eubanks, Marlin Marcus Eubanks, Roy Lee Eubanks, Lillie Hortense Eubanks, and Willie Belle Eubanks as Choctaw Indians entitled to rights in the Choctaw lands under the provisions of said Article 14 of the treaty of 1830, and that the application for their identification as such should be refused, and it is so ordered.

COMMISSION TO THE FIVE CIVILIZED TRIBES.

(Signed) TAMS BIXBY.

Acting Chairman.

(Signed) T. B. NEEDLES,

Commissioner.

(Signed) C. R. BRECKINRIDGE,

Commissioner.

MUSKOGEE, IND. T., November 1, 1902.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SUPERINTENDENT, FIVE CIVILIZED TRIBES,
Muskogee, Okla.

This is to certify that I am the officer having custody of the records pertaining to the enrollment of the members of the Choctaw, Chickasaw, Cherokee, Creek, and Seminole Tribes of Indians, and the disposition of the land of said tribes, and that the above and foregoing is a true and correct copy of testimony taken on May 10, 1902, and decision dated November 1, 1902, in the matter of the application of Thomas F. Eubanks et al., for their identification as a Mississippi Choctaw.

GABE E. PARKER, *Superintendent,*
By W. H. ANGELL,
Clerk in Charge Choctaw Records.

July 22, 1915.

Asher, Okla.; Mississippi Choctaw Indians; field No. R. 5536.

(Stamped: Refused. Rejected.)

Name.	Relation- ship to person first named.	Age.	Sex.	Blood.	Tribal enrollment of parents.	
					Name of father.	Name of mother.
1. Eubanks, Thomas F.....		49	M.	$\frac{1}{8}$	William Eubanks (dead), noncitizen.	Elizabeth Eubanks (dead), claims Choctaw.
2. Eubanks, Louisa V....	Daughter.	15	F.	$\frac{1}{16}$	William Eubanks claims Choctaw.	Ruthie E. Eubanks noncitizen.
3. Eubanks, Joseph T....	Son.....	13	M.	$\frac{1}{16}$	do.....	Do.
4. Eubanks, Marlin M....	do.....	8	M.	$\frac{1}{16}$	do.....	Do.
5. Eubanks, Roy Lee.....	do.....	6	M.	$\frac{1}{16}$	do.....	Do.
6. Eubanks, Lillie H....	Daughter.	4	F.	$\frac{1}{16}$	do.....	Do.
7. Eubanks, Willie Belle	do.....	1	F.	$\frac{1}{16}$	do.....	Do.

Decision rendered November 1, 1902.

Notice of decision forwarded applicant November 1, 1902. (See testimony, May 10, 1902.)

Notice of decision mailed attorneys for Choctaw and Chickasaw Nations November 1, 1902.

Record forwarded department November 17, 1902.

Decision prepared.

The application of the several persons herein for identification as Mississippi Choctaws refused in the decision in the case of Thomas F. Eubanks, et al., M. I. R. 5536, forwarded the Secretary of the Interior November 17, 1902.

Action approved by Secretary of Interior January 20, 1903.

Notice of departmental action mailed applicant January 31, 1903.

Notice of departmental action forwarded attorneys for Choctaw and Chickasaw Nations January 31, 1903.

CASE NO. 12.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION, IN THE
MATTER OF THE APPLICATION FOR THE ENROLLMENT OF BERTHA TOLBER AND
FAMILY AS CITIZENS BY BLOOD OF THE CHOCTAW NATION.

PETITION OF BERTHA TOLBER FOR THE ENROLLMENT OF HERSELF AND FAMILY AS
CHOCTAW INDIANS BY BLOOD.

Comes now Bertha Tolber and shows, that she is 23 years of age and that her present post office is Canadian, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition; that she is the daughter of Elmyra Wimley, née Wright; that father of the said Elmyra Wimley, née Wright, was Leonard Wright, a full brother to the ex-Governor Allen Wright, who, petitioner is informed, came to the Choctaw Nation west and then returned to the old Choctaw Nation in Mississippi and died there; that her father was Samuel Wimley, a noncitizen.

That she was born and raised near Colbert, in the Chickasaw Nation; that she has always lived in the Chickasaw and Choctaw Nations.

That on the 19th day of August, 1909, she was duly and lawfully married to James Tolber, and that she has three children too young to be enrolled.

That during all the years of the enrolling period of her said tribe since she was born she was a minor; that the roll was closed by operation of law before she reached her majority; that although she was long past the age to have been enrolled and allotted, her name was left off the roll solely for the reason that she was a minor and could not look after her own enrollment.

That her said parents, both of whom are deceased, did not have her enrolled; that the Choctaw Nation neglected and refused to have her enrolled; that the Dawes Commission omitted her name from the roll of her said tribe; that she now asks to be restored to the rights due her during her minority that she was deprived of by said interested parties for their benefit.

Wherefore petitioner prays that her name be placed on the approved roll of Choctaws by blood and that to her be given her distributive share of the common property of the Choctaw tribe of Indians the same as is given to the other members thereof.

BERTHA TOLBER.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Bertha Tolber, being first duly sworn, on oath states, that she is the above-named Bertha Tolber; that she has read over the above and foregoing petition and knows the contents thereof, and that the matters and things therein contained are true.

BERTHA TOLBER.

Subscribed and sworn to before me this, the 3d day of April, 1915. I further certify that I read over the above petition to the affiant and that she knew the contents thereof and that she states that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

AFFIDAVIT OF HENRY WOODARD IN SUPPORT OF THE PETITION OF BERTHA TOLBERT FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS.

Henry Woodard, being first duly sworn, on oath states that he is 48 years of age and that he lives at Eufaula.

That he is well and personally acquainted with the applicant, Bertha Tolbert.

That he has known her and her family since 1905; that he lived 1 mile from them and knows that they had three children, but does not know the names of the said children.

That after they moved from the first place that I knew them, which was 5 miles south from Atoka, they moved to Sulphur Springs, which was 2 miles farther from me.

That after that they moved to South Canadian, where they have since lived.

That they were recognized Choctaw Indians and paid no permits and lived the same as other Choctaw Indians at that time in that neighborhood.

I didn't know who were their ancestors as they were never questioned as Choctaws and nothing was ever asked about it.

I knew from information where they came from when they came to near Atoka; it was from Willis place on Red River, which was south of Colbert.

During all the time that I have known them they were all recognized and lived the same as other Choctaw citizens and was never questioned as to their rights.

HENRY WOODARD (his thumb print).

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 2nd day of April, 1915; I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

AFFIDAVIT OF DAN KNOBLIN IN SUPPORT OF THE PETITION OF BERTHA TOLBERT FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS.

Dan Knoblin, being first duly sworn, on oath states that he is 57 years of age and that he lives at Eufaula, Okla.

That he is well and personally acquainted with the applicant, Bertha Tolbert; that he has known her since 1895; that they lived in the house and on the same place with me for 2 years; that her mother lived with her at that time; that her name was Elmyra Wimley.

That I know from information from the parties that were acquainted that the said Elmyra Wimley died last year, 1914.

Affiant further states that the petitioner has three children; their names are Edna May, Narcis, and Roosevelt Tolbert; that they were living a few days since when I saw them.

That the time that I knew them they lived 5 miles south of Atoka. That when they left there they moved to Canadian, where they have since lived.

That they were recognized Choctaw Indians and had no permits to pay.

I know this because if they had not been recognized Choctaws I would have had to pay permits for them as they worked on the farm for me.

I am not related to the applicants and not interested in any way in the determination of this case.

DAN KNOBLIN.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 2nd day of April, 1915; I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

SUPPLEMENTAL PROOF IN CASE HERETOFORE SUBMITTED BY WEBSTER BALLINGER.

The original Choctaw by blood, case No. 12, name of claimant, Bertha Tolbert, has heretofore been submitted under the heading of the second supplemental list of Choctaws by blood. The affidavit of Alec Nail in support of the petition of Bertha Tolber is hereto attached and contains additional proof as to the right of the claimant in said case. It is respectfully requested that this paper be attached to and made a part of the case of the same number hereto filed and be considered in connection therewith.

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF BERTHA TOLBER FOR ENROLLMENT AS A CHOCTAW INDIAN BY BLOOD

Alec Nail, being first duly sworn on oath states; that he is 72 years of age and that he lives at 1006 South Third Street, Muskogee, Okla.

That he knows the applicant and that he was well and personally acquainted with the Wrights, who were always said to be and recognized as full blood Choctaw Indians and whom she claims as her ancestors.

That the names of the older ones of the boys were Loenard, Alfred and Jack Wright; I don't know how many sisters there were but one of them married a Wimley, whom the applicant claims as her mother.

The above named Wrights were all brothers and were related in some way with Allen Wright, who was at one time the Governor of the Choctaw Nation.

All of the Wrights above named and many others all lived south from Atoka and down on the mouth of Blue River and they were all recognized Choctaw Indians.

Affiant further states that the said mother of the applicant Elmyre Wimley lived, prior to her death, at what is now Tuska, Okla. That the same place used to be called Peck. I don't know just how many children the said Elmyre Wimley had, but I do know that there was a bunch of them, 7 or 8 anyway. Some of them died and they have scattered and some of them now live in Muskogee.

This family were all considered and recognized as Choctaws and lived and worked around in the neighborhood.

ALEC. NAIL (his thumb print).

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 24th day of June, 1915; I further certify that I read over and fully explained the above affidavit to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re application of Bertha Tolber for enrollment of herself and family as citizens by blood of the Choctaw Nation.

The petition of the applicant in the foregoing case was served upon me by Mr. Webster Ballinger, an attorney at law, of Washington, D. C.

The applicant in this case claims that she was a minor at the time the rolls of citizenship of the Choctaw Nation were being prepared by the United States Government and that this accounts for the fact that she did not make application for enrollment within the time required by law.

The Supplemental Agreement between the Choctaw-Chickasaw Nations and the United States approved by act of Congress, July 1, 1902 (32 Stat. L., 641), provides in part as follows:

"* * * The application of no person whomsoever for enrollment shall be received after the expiration of said ninety days."

This law would now be a legal bar to the enrollment of the applicant. She does not state specifically that she was a resident of the Choctaw Nation on the 28th day of June, 1898. The Atoka Agreement between the Choctaw-Chickasaw Nations and the United States, approved on that date, contains the following provision:

"No person shall be enrolled who has not heretofore removed to and in good faith settled in the Nation in which he claims citizenship." (32 Stat., 594.)

Mrs. Tolber is not now a resident of the Choctaw Nation. She gives as her reason for not having made application that she was a minor, yet, an examination of the records of the Indian Office at Muskogee discloses that her parents did not make application for themselves or their children.

Mrs. Tolber states that her mother's name was Elmyra Wimley, and that Elmyra Wimley was the daughter of Leonard Wright, and that Leonard Wright was a full brother of Allen Wright, who was at one time principal chief of the Choctaw Nation.

Upon receipt of this application I immediately forwarded a copy thereof to Judge Allen Wright, of the firm of Wright & Boyd, attorneys at law at McAlester, Okla. Allen Wright is the son of the Allen Wright referred to as principal chief of the Choctaw Nation. Before statehood, Judge Allen Wright served as United States commissioner. He is one of the most prominent lawyers in the Choctaw Nation and a gentleman of high attainments and splendid character.

After Judge Wright had read the petition of Bertha Tolber and the affidavits in support thereof, and on the 23d day of July, 1915, he addressed a letter to me—the original of which is as follows:

McALESTER, OKLA., July 23, 1915.

MR. P. J. HURLEY,
National Attorney, Choctaw Nation,
Tulsa, Okla.

DEAR HURLEY: Your favor of the 21st, inclosing copy of petition in a citizenship case, which was filed and served upon you by Webster Ballinger, of Washington, D. C., received and the contents of the petition considered with a great deal of interest. The petition is the first information that I ever had that my father had a brother named Leonard Wright. The fact of the matter is that such an allegation is a fabrication pure and simple. My father, when about 8 years old, came to the Choctaw Nation from Mississippi, being accompanied by an older sister, his only living relative. Subsequent to coming to this country his sister died, leaving two children, Robinson Telle and Alington Telle, whom my father took into his family and raised. Robinson Telle died the year after he graduated from college and Alington Telle died in March, 1903, leaving a widow and son, who now live at Atoka. The son, Russell Telle, is the only blood relative on my father's side now living in Oklahoma.

There are plenty of living witnesses who know that my father had no such relative as Leonard Wright and, in fact, that he never had any brothers.

If you desire it I will probably be able to give you the names of persons who can substantiate what I have herein stated.

It is very startling to know to what length these applicants will go in order to be enrolled. In this case they have certainly overstepped and it will not be at all difficult to show that their claim is pure fabrication.

With kindest personal regards, I am

Yours, very truly,

ALLEN WRIGHT.

This letter would seem to be conclusive to the fact that the Leonard Wright, brother of Allen Wright, chief of the Choctaw Nation, from whom this applicant claims to be descended, did not exist.

The applicant is not an Indian—she is a negro. I ascertained the place of residence of this applicant and at one time had her located, but it seems that her husband, Jim Tolber, who is a negro, was engaged in construction work on the M., K. & T. Railroad and has moved from the address given. I was unable thereafter to locate her, but there is attached hereto a note from the postmaster at Canadian, Okla. He states that he knows the applicant and that she is colored.

The affidavits of witnesses were submitted by Mr. Ballinger and his associates to corroborate the false statements contained in the application of Bertha Tolber. Two of these witnesses we were unable to locate. One of the witnesses, however, was Alec Nail, an old negro who was used by Mr. Ballinger and his associates as a professional witness in many of these cases.

On the 31st day of July, 1915, the testimony of Alec Nail in this case was taken before William L. Bowie, who is deputy clerk for the United States Court for the Eastern District of Oklahoma and is engaged as a special investigator in the office of the Superintendent for the Five Civilized Tribes at Muskogee.

In reference to this case Alec Nail testified as follows:

"Q. Do you recall a woman who claimed to be a descendant of the Wright family of Choctaws?—A. I recall a woman that claimed to be a daughter of old Leonard Wright.

"Q. Had you ever seen this woman before you met her in Mr. Ballinger's office?—A. Never did.

"Q. Who was Leonard Wright?—A. Well, he was a Choctaw. I was not acquainted with him like I was with Alford and the old governor.

"Q. How do you know he was a brother of the old governor?—A. He was said to be.

"Q. Was he a brother of old Gov. Wright?—A. Yes, sir; Allen Wright's father at McAlester.

"Were they full bloods?—A. Yes, sir; old Gov. Wright was a full blood.

"Q. What would you say if you were told that Allen Wright did not have a brother?—A. Well, I would just have to take it, because I don't know; he was said to be Alford Wright's brother, but I am not certain about it.

"Q. I am talking about Allen Wright, who was at one time governor of the Choctaw Nation.—A. Yes, sir; I understand.

"Q. Were you personally acquainted with this Leonard Wright?—A. No, sir; I don't know him.

"Q. Would you know him if you would see him?—A. No, sir; Allen Wright and the old governor I know.

"Q. How many brothers did Allen Wright have?—A. I don't know that.

"Q. Did you know any of them?—A. Alford was his brother; they say he is—

"Q. Do you know Alford?—A. Yes, sir.

"Q. He was a brother of Gov. Wright?—A. Yes, sir.

"Q. Where did Alford live?—A. About 12 miles below Caddo.

"Q. Was he a full brother?—A. I don't know about that.

"Q. You did not know him or any of them?—A. No, sir; if an Indian is a cousin they claim them to be brothers.

"Q. Was this woman who claimed to be a daughter of Leonard Wright a negro?—A. Yes, sir; she was yellow.

"Q. She was yellow?—A. Yes, sir. I told them to send that (indicating papers in this case filed by Ballinger) to McAlester, but they wouldn't do it. Three Texas witnesses were there to that.

"Q. You say they had three Texas negroes to witness there?—A. They had two, I will say that. Bill McCombs brought them up here.

"Q. Bill McCombs brought them here?—A. Yes, sir.

"Q. Did you make an affidavit for this woman?—A. Only for the Wright family. I never saw the woman until that day.

"Q. Did you know Jack Wright?—A. Yes, sir; I don't think he was kin to the other Wrights.

"Q. What direction did Jack Wright live from Atoka?—A. Southwest, I think.

"Q. How far?—A. I think about 7 or 8 miles.

"Q. Was he an Indian, a white man, or darkey?—A. He was a full blood.

"Q. Did he have any sisters?—A. I don't know.

"Q. Did he have a sister who married a Wimley?—A. I never heard that name before that I know of.

"Q. Could you be mistaken about Jack Wright and Alford Wright being brothers?—A. Sure; I don't remember ever saying that.

"Q. You could be mistaken about them being brothers of former Gov. Allen Wright?—A. Yes, sir; I don't know.

"Q. Do you remember a woman by the name of Elmyra Wimley?—A. I don't believe I do."

The affidavit purporting to have been signed by you before Julius Golden, a notary public, on June 24, 1915, filed by Mr. Webster Ballinger with the petition of Bertha Tolber for the enrollment of herself and family as citizens by blood of the Choctaw Nation, is as follows:

"Alec Nail, being first duly sworn, on oath states that he is 72 years of age, and that he lives at 1006 South Third Street Muskogee, Okla.

"That he knows the applicant and that he was well and personally acquainted with the Wrights, who were always said to be and recognized as full-blood Choctaw Indians, and who she claims as her ancestors.

"That the names of the older ones of the boys were Leonard, Alfred, and Jack Wright. I don't know how many sisters there were, but one of them married a Wimley, whom the applicant claims as her mother.

"The above-named Wrights were all brothers, and were related in some way with Allen Wright, who was at one time the governor of the Choctaw Nation.

"All of the Wrights above named and many others all lived south from Atoka and down on the mouth of Blue River, and they were all recognized Choctaw Indians.

"Affiant further states that the said mother of the applicant, Elmyra Wimley, lived, prior to her death, at what is now Tuska, Okla. That the same place used to be called Peck. I don't know just how many children the said Elmyra Wimley had, but I do know that there was a bunch of them—seven or eight, anyway. Some of them died and they have scattered, and some of them now live in Muskogee.

"This family were all considered and recognized as Choctaws and lived and worked around the neighborhood.

"(Signed) ALEC NAIL (by thumb mark)."

This testimony indicates that this ignorant old negro was made to swear to false statements to corroborate the false statements contained in the petition of the applicant. It also indicates clearly that the purported facts sworn to by Alec Nail were not within his knowledge.

Then we must conclude—

First, That the applicant is not an Indian—that she is a negro.

Second, That she did not make application within the time required by law.

Third, That the facts stated in her petition are false.

Fourth, That the affidavits submitted in support of the petition are false.

In view of these facts we consider it unnecessary to pursue the investigation further with a view to locating the applicant and the other witnesses.

P. J. HURLEY,

National Attorney for the Choctaw Nation.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE, FIVE CIVILIZED TRIBES,
Muskogee, Okla., November 3, 1915.

POSTMASTER,
Canadian, Okla.

SIR: Desiring to personally interview Bertha Tolber, age given as 23, said to be the wife of one James Tolber, in an official matter, I would thank you to promptly inform me, by indorsement hereon and under cover of the inclosed envelope, whether she resides within the delivery of your office, and, if so, whether in town or at what distance and in what direction in the country. If she does not reside within your delivery, any information you may furnish

with respect to present post-office address and nearest town or railway station will be appreciated.

Very respectfully,

WM. L. BOWIE,
Of Special Investigation Service,
Office of Superintendent for the Five Civilized Tribes.

Bertha Tolber lives $4\frac{1}{2}$ miles northeast of here, near Wirth. I understand she gets her mail at Eufaula.

Is this person white, Indian, or colored? Colored.

I have been told that Jim Tolber works at the new M. K. & T. works on the Canadian River, near home on what is called the Island. I do not know these people personally.

J. D. TIGNOR, *Postmaster.*

PETITION NO. 13.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION, IN RE PETITION OF JURDEAN SMYERS FOR ENROLLMENT OF HERSELF AND FAMILY AS CITIZENS BY BLOOD OF THE CHOCTAW NATION.

PETITION OF JORDEANA SMYRES, NÉE GIVENS, FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS.

Comes now Jurdean Smyres, née Givens, and shows that she is 38 years of age and that she lives at Gatesville, Okla.

That she is a Choctaw Indian by birth, by blood, by descent, by residence, and by recognition; that she is the daughter of Adaline Pusley, and that the said Adeline Pusley was the daughter of Ellen Pusley, a full-blood Choctaw Indian, who lived and died in the Choctaw Nation.

That the father of applicant was Ed Givins, who was a half-blood Choctaw Indian, who died when she was small.

That applicant was born and raised about 7 or 8 miles southeast from Durant, and that she lived there until she moved to Hartshorne, Okla., where she was duly and lawfully married to Aaron Smiles; that there was born to this union the following-named children, to wit: Harley Smyres, age 20 years; Arthur Smyres, age 18 years; Xenia Smyres, age 16 years; Coy Smyres, age 15 years; Adeline Smyres, age 14 years; Jesse Smyres, age 13 years.

That all the above-named children were born and raised in the Choctaw Nation and lived there until about 6 years ago, when I brought them to the Creek Nation, where they still live at the above-stated place of residence.

Petitioner further shows that she was left an orphan and married a State man and had no one to help her or look after her enrollment, and she never knew how to help herself and never made any application. That she lived on the public domain all her life with her parents until she moved to Hartshorne, and then she moved in town and had to rent a house.

That she and her said family have always been recognized as Choctaw Indians and lived with the Choctaws as members of the tribe. That she has done the very best she could to be enrolled—that is, the best she knew how to do.

Wherefore petitioner prays that her name, Jurdean Smires, and the names of her said children, Harley, Arthur, Zenia, Coy, Adeline, and Jesse Smyres, be placed on the approved roll of Choctaw Indians by blood, and that to them and to each of them be given their distributive share of the common property of the Choctaw Tribe of Indians the same as is given to all other such citizens so enrolled.

JURDEAN SMYRES.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Jurdean Smyres, née Givins, being first duly sworn, on oath states that she is the above-named Jurdean Givins; that she has read over the above petition and knows the contents thereof, and that the matters and things therein contained are true.

JURDEAN SMYRES.

Subscribed and sworn to before me this the 13th day of April, 1915. I further certify that I read over to the affiant the above petition, and that she knew the contents thereof and that she stated that same was true.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

AFFIDAVIT OF MARY ROSS IN SUPPORT OF THE PETITION OF JURDEAN SMYERS FOR THE ENROLLMENT OF HERSELF AND CHILDREN AS CHOCTAW INDIANS.

Mary Ross, being first duly sworn, on oath states that she is 29 years of age and that she lives in Haskell, Okla.

That she is well and personally acquainted with the applicant and that she has known her for about five years.

That she also knows her children; that her baby boy is just one year younger than the youngest child of the applicant and that they go to school together; she also has a girl a year older, Adeline, that goes to school with the said boys, and the older ones are not going to school.

She has six children altogether and they all live with her and their father.

That she only knows who were the ancestors of the applicant from hearsay, but that she is informed they were Choctaw Indians.

MARY ROSS.

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this, the 13th day of April, 1915. I further certify that I read over the above affidavit to the affiant and that she knew the contents thereof and that she stated that same was true and that she was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

AFFIDAVIT OF W. M. JAMES IN SUPPORT OF THE PETITION OF JURDEA SMYERS FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS.

W. M. James, being first duly sworn, on oath states that he is 70 years of age, and that he lives at Beeland, Okla.

That he first became acquainted with the applicant about 15 years ago; at this time she was living with her husband on Blue River about 8 miles from Durant; that they only had two children when he first knew her; her husband was named Aaron Smyers.

That he was not personally acquainted with the mother of the applicant, but that he knew about her; her name was Pusley and she was said to be a full-blood Choctaw.

That he did know her father; his name was Ed Givins. I don't know how much Choctaw blood he was; he was just considered a Choctaw Indian the same as the other Choctaw Indians that lived there in that part of the country.

That he knows that she now lives at Catesville and that she has lived there for several years; that he has seen her children, but does not know them personally.

W. M. JAMES (his thumb print).

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to before me this the 13th day of April, 1915. I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

AFFIDAVIT OF ALEC NAIL IN SUPPORT OF THE PETITION OF JUDEAN SMYRES FOR THE ENROLLMENT OF HERSELF AND FAMILY AS CHOCTAW INDIANS.

Alec Nail, being first duly sworn, on oath states, that he is 72 years of age, and that he now lives at 1206 South Third Street, Muskogee, Okla.

That he has recently become acquainted with the applicant, but that he knows the persons that she states is her ancestors; that he was well and personally acquainted with her said grandmother, Ellen Pusley, who was a full-blood Choctaw Indian. That she had two brothers, McAlester Pusley and Old Jack Pusley that were allotted as he has been informed; that he was well and personally acquainted with the daughter of Ellen Pusley named Adeline, but that he does not know who she married and never had heard until he met the applicant; that he did not know the father of the applicant nor does he know her family.

ALEC NAIL (his thumb print).

STATE OF OKLAHOMA, *Muskogee County*, ss:

Subscribed and sworn to be fore me this the 13th day of April, 1915; I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that the same was true, and that he was the identical person named therein as affiant.

[SEAL.]

JULIUS GOLDEN,
Notary Public.

(My commission expires June 2, 1917.)

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE, FIVE CIVILIZED TRIBES,
Muskogee, Okla., November 8, 1915.

POSTMASTER, *Porter, Okla.*

SIR: Desiring to personally interview Jurdena Smyres, (nee Givens), age given as 38, said to be the wife of Aaron Smyres or Smiles, and to have formerly received mail at Gatesville, Okla., in an official matter, I would thank you to promptly inform me, by indorsement hereon and under cover of the inclosed envelope, whether she resides within the delivery of your office, and, if so, whether in town or at what distance and in what direction in the country. If she does not reside within your delivery, any information you may furnish with respect to present post-office address and nearest town or railway station will be appreciated.

Very respectfully,

WM. L. BOWIE,
*Of Special Investigation Service,
Office of Superintendent for the Five Civilized Tribes.*

NOVEMBER 9, 1915.

Jurdena Smyres, post office, Porter, Okla., R. F. D. No. 3, Box 51; lives near Gatesville, Okla.

Is this person white, Indian or colored? Colored.

EMMETT H. HOWARD,
Postmaster, Porter, Okla.

STATEMENT OF P. J. HURLEY, ATTORNEY FOR THE CHOCTAW NATION.

In re petition of Jurdean Smyers for enrollment of herself and family as citizens by blood of the Choctaw Nation.

The foregoing petition, and accompanying affidavits, was served upon me by Mr. Webster Ballinger, an attorney at law of Washington, D. C.

In this petition Jurdean Smyers makes application for enrollment of herself and her children as citizens by blood of the Choctaw Nation. We have been unable to locate the petitioner, in order to procure her testimony. She does not reside at the address given by her in the petition. In fact we find in a number of the petitions filed by Mr. Ballinger that the true addresses of the applicants are not given. With the statements contained in the petition and the affidavits attached thereto, and the testimony of the two persons whose affidavits are attached to the petition, we have sufficient evidence to identify the applicant, and to show that the claims made by her for enrollment of

herself and the members of her family as citizens by blood of the Choctaw Nation are fraudulent. Before beginning a discussion of the facts, let me first call the attention of the committee to the law.

First, Upon the face of the petition it is shown that neither the chief applicant nor her family resides in the Choctaw Nation. According to the petition they reside in Clarksville, a small town located in the Arkansas River Bottom in the Creek Nation near Muskogee. The chief applicant admits upon the face of her petition that she did not make application for enrollment of herself or the members of her family during the period in which the rolls of citizenship were being made. Section 34 of the supplemental agreement between the Choctaw and Chickasaw people and the United States is as follows:

"During the ninety days first following the date of the final ratification of this agreement, the Commission to the Five Civilized Tribes may receive applications for enrollment only of persons whose names are on the tribal rolls, but who have not heretofore been enrolled by said commission, commonly known as "delinquents," and such intermarried white persons as may have married recognized citizens of the Choctaw and Chickasaw Nations in accordance with the tribal laws, customs and usages on or before the date of the passage of this act by Congress, and such infant children as may have been born to recognized and enrolled citizens on or before the date of the final ratification of this agreement; but the application of no person whomsoever for enrollment shall be received after the expiration of the said ninety days: *Provided*, That nothing in this section shall apply to any person or persons making application for enrollment as Mississippi Choctaws, for whom provision has herein otherwise been made." (32 Stat. L. 641.)

Under this law the petitioner would, of course, be barred, as no application was filed within the required time. The Commission to the Five Civilized Tribes and the Dawes Commission had been receiving applications for enrollment of citizens in the Choctaw and Chickasaw Nations from June 10, 1896, up until 90 days after the passage of the act of July 1, 1902, which is quoted above, so that ample time was given to all resident applicants to file their petitions. It appears that these applicants were not residents of the Choctaw Nation on the 28th day of June, 1898. The act of Congress approved on that date embodied what is commonly known as the Atoka agreement between the United States and the Choctaw and Chickasaw people. That agreement provided: "No person shall be enrolled who has not heretofore removed to and in good faith settled in the Nation in which he claims citizenship;" (30 Stat L 491), a proviso following this provision to the effect that this provision should not be construed to militate against whatever rights and privileges the Mississippi Choctaws had under treaties with the United States. These applicants are not and do not claim to be Mississippi Choctaws; consequently they would not be entitled to enrollment in the Choctaw Nation even if they had made application during the time in which the rolls were being made. These applicants are barred on two legal grounds. First, they did not make application within the time required by law, and second, they were not residents of the Choctaw Nation on June 28, 1898.

We will now discuss the facts. The chief applicant in this case states that the reason that application was not made for her and her children for enrollment as citizens of the Choctaw Nation during the time that the rolls were being made is that she was an orphan. She does not state whether or not her children were orphans at that time, and we assume that her husband was living. We do not care to dispute Mrs. Smyers's statement to the effect that she was an orphan at the time the rolls were being made, but, according to her sworn statement, she is the mother of a child who was 20 years of age at the time she made the foregoing application. This child would have been 8 years of age at the time limitation on filing application was placed in the act of 1902. Applications for children born after the passage of the act of July 1, 1902, could be filed up to and including July 25, 1906. The rolls were not finally closed until March 4, 1907. According to the sworn statement of Mrs. Smyers she was the mother of six children in 1907, the youngest of whom was six years of age. No application was made for any of these children during the time the rolls were being made. Under these circumstances the plea of Mrs. Smyers was left an orphan would not seem to be entitled to great consideration as an excuse for the fact that she made no application for enrollment during the period which her application could have been received and considered. She may have been an orphan, but she most certainly was not a minor. She had reached her majority before the closing of the rolls,

and was the mother of a family. She comes now, eight years after the closing of the rolls, with the statement that she and her family were recognized members of the Choctaw Tribe. She offers no proof except her own assertion and the affidavits of two of the professional witnesses usually used by Mr. Ballinger and his associates in enrollment matters. These witnesses are Alec Nail, a negro who signs by mark, and W. M. James, a negro who signs by mark. Alec Nail's affidavit in support of the plaintiff's petition in this case is as follows:

"Alec Nail, being first duly sworn on oath, states that he is 72 years of age, and that he now lives at 1206 S. 3d St., Muskogee, Okla.

"That he has recently become acquainted with the applicant, and that he knows the persons that she states is her ancestors;

"That he was well and personally acquainted with her said grandmother, Ellen Pusley, who was a full-blood Choctaw Indian. That she had two brothers, McAlester Pusley and Old Jack Pusley, that were allotted, as he has been informed;

"That he was well and personally acquainted with the daughter of Ellen Pusley named Adeline, but that he does not know who she married, and never had heard until he met the applicant.

"That he did not know the father of the applicant nor does he know her family.

"ALEC NAIL (his thumb print).

"STATE OF OKLAHOMA, *Muskogee County*, ss.

"Subscribed and sworn to before me this the 13th day of April, 1915; I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that the same was true and that he was the identical person named therein as affiant.

"[SEAL.]

JULIUS GOLDEN, *Notary Public*.

"My commission expires June 2, 1917."

At Muskogee, Okla., on July 31, 1915, Alec Nail, after having been first duly sworn by Mr. William L. Bowie, deputy clerk of the United States court for the Eastern District of Oklahoma, on oath testified as follows:

"Q. Do you remember a person named Jordeana Smyers, née Givens?—A. No sir, I don't remember her.

"Q. In the affidavit filed with the application for the enrollment of this person, made by you on April 13, 1915, you state that you were acquainted with the applicant and that you knew the persons whom she stated were her ancestors, and with her grandmother, Ellen Pusley, a full-blood Choctaw. Do you remember Ellen Pusley?—A. I remember the Pusleys, they were Choctaw Indians; I don't remember though the woman who made that application.

"Q. Do you remember the brothers of Ellen Pusley?—A. Three of them, I do.

"Q. What were their names?—A. George, Billy, and Josh.

"Q. Who was Jack Pusley?—A. I don't know.

"Q. You do not remember?—A. No, sir.

"Q. Who was McAlester Pusley?—A. I don't remember.

"Q. Do you remember Adaline Pusley?—A. No, sir; I just know Ellen and Elmyra."

This affidavit is very carefully drawn. The affiant does not allege that he knows that this negro woman is in any manner related to Choctaw Indians by the name of Pusley. He is made to swear in the affidavit, however, that he knew two brothers and a sister of Ellen Pusley, who is alleged to be the grandmother of the applicant, but when he attempts, in his testimony, to give the names of the brothers of Ellen Pusley he gives them an entirely new set of names, and swears positively that he does not know the persons whom he swears in his affidavit that he is well and personally acquainted with. The other professional witness used by Mr. Ballinger and his associates in citizenship matters, in his affidavit, positively identifies the applicant. This witness is W. M. James. His affidavit is as follows:

"W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Beeland, Okla.

"That he first became acquainted with the applicant about 15 years ago; at this time she was living with her husband on Blue River, about 8 miles from Durant; that they only had two children when he first knew her; her husband was named Aaron Smyers.

"That he was not personally acquainted with the mother of the applicant, but that he knew about her; her name was Pusley and she was said to be a full-blood Choctaw.

"That he did know her father; his name was Ed Givins; I don't know how much Choctaw blood he was; he was just considered a Choctaw Indian, the same as the other Choctaw Indians that lived there in that part of the country.

"That he knows that she now lives at Gatesville and that she has lived there for several years; that he has seen her children, but does not know them personally.

"W. M. JAMES (his thumb print).

"STATE OF OKLAHOMA, *Muskogee County, ss:*

"Subscribed and sworn to before me this the 13th day of April, 1915. I further certify that I read over the above affidavit to the affiant and that he knew the contents thereof and that he stated that same was true and that he was the identical person named therein as affiant.

"[SEAL.]

"JULIUS GOLDEN, *Notary Public.*

"(My commission expires June 2, 1917.)"

A full and complete copy of the evidence rendered by him in this case at Muskogee, Okla., on July 30, 1915, before an officer of the Interior Department, is attached hereto and marked Exhibit A. I will quote herein some of the testimony in order to give an idea of the reliability to be placed in affidavits filed by Mr. Ballinger in support of petitions. This witness is a keen criminal. At the time he rendered this testimony he was confined in the county jail at Muskogee. He is at the present time serving a term in the State penitentiary. The witness first testified that the applicant herein was a Creek freedman, and was a man and not a woman, and that the father of the applicant was named John Smyers. It finally dawned upon him that the applicant was a woman instead of a man and he changed his testimony accordingly. He then stated that the applicant was a woman and lived in the Little Deep Fork country in the Creek Nation, and was half Creek Indian and half negro. It may be seen from the affidavit that the witness swore, in support of the petition, that he had known the applicant 15 years ago when she was living with her husband 8 miles from Durant. He then proceeds to show that her mother was a full-blood Choctaw, and that her father was Ed Givens, but when asked the question: "When did she live at Durant?" he answered: "I do not know when she lived there."

"Q. What direction did she live from Durant?—A. I don't know.

"Q. When was the last time you saw her?—A. I haven't seen her for 4 or 5 years until she came here."

Again, in the same testimony:

"Q. How do you know that she is one-half blood Choctaw Indian?—A. She said she was.

"Q. She told you?—A. Yes, sir.

"Q. That is all you know about it?—A. Yes, sir.

"Q. You don't know her father or mother?—A. No, sir.

"Q. You never knew her brothers or sisters?—A. No, sir.

"Q. The first time you ever saw her was at Wewoka?—A. Yes, sir; that was the first time.

"Q. Never saw her anywhere else outside of Wewoka?—A. No, sir.

"Q. Not until she came here?—A. No, sir; I never knew what became of her until she came here.

"Q. Do you know where Blue River is?—A. Yes, sir.

"Q. Where is it?—A. In the Choctaw Nation.

"Q. Where?—A. About 7 or 8 miles below Caddo; no, sir; Blue River is between Caddo and Atoka.

"Q. Did that woman ever live on Blue River?—A. Not that I know of.

"Q. Have you ever been on Blue River?—A. Yes, sir.

"Q. For some time?—A. Yes, sir; several times.

"Q. Did that woman have a husband that you know of on Blue River?—A. No, sir.

"Q. Do you know anything about her children?—A. No, sir.

"Q. Did you ever know a man by the name of Aaron Smyers?—A. No, sir.

"Q. You do not know whether Aaron Smyers is her husband?—A. No, sir.

"Q. Do you know whether this woman's mother's name was Pusley?—A. I don't know that.

"Q. Do you know whether her father's name was Ed Givens?—A. No, sir.

"Q. Did you ever know an Ed Givens, a Choctaw?—A. No, sir. * * *

The affidavit which is quoted above was then read to the witness and the question was asked:

"Q. What do you know about this affidavit?—A. I don't remember making that. I don't know about it.

"Q. Does this affidavit refresh your memory any?—A. No, sir; not a bit; it is a fraud."

P. J. HURLEY,
National Attorney for the Choctaw Nation.

EXHIBIT A.

DEPARTMENT OF THE INTERIOR,
OFFICE OF SUPERINTENDENT FIVE CIVILIZED TRIBES,
Muskogee, Okla., July 30, 1915.

In the matter of the enrollment of various persons as citizens of the Choctaw Nation.

W. M. JAMES, being first duly sworn by William L. Bowie, deputy clerk of the United States Court for the Eastern District of Oklahoma, on oath testifies as follows:

Examination by WILLIAM L. BOWIE on behalf of the superintendent for the five civilized tribes:

Q. What is your name?—A. William James.

Q. Have you any middle initial?—A. William M. James.

Q. You sign your name W. M. James?—A. W. M. James.

Q. What is your age?—A. I was born in 1846.

Q. Are you a citizen of any of the nations?—A. No, sir; I was born and raised in Kentucky.

Q. You are not enrolled as a freedman, then?—A. No, sir.

Q. Where did you say you were born?—A. In Kentucky.

Q. What county?—A. Washington County; Springfield is the county seat.

Q. How far did you live from Springfield?—A. Three miles north.

Q. How long did you live there?—A. Until I was 20 years old.

Q. Then where did you go William?—A. I went from there to Louisville and worked on a boat from Louisville to New Orleans.

Q. How long did you run on the boat?—A. I run on the boat during '67, '68, and part of '69.

Q. Then where did you go from there?—A. Came out here.

Q. From there to Muskogee?—A. To Indian Territory.

Q. Where did you live in the Indian Territory?—A. I stopped around Fort Gibson.

Q. How long did you stay there?—A. I got work in the survey gang for the Katy in '70 and worked on the road to Denison, Tex.

Q. How long did you work with the survey party?—A. I worked with it until they got through and then helped them to grade into Parsons.

Q. How long were you in Parsons?—A. I didn't stay there over 3 or 4 days.

Q. Where did you go then?—A. I worked on the railroad until it was completed. I drove a supply wagon.

Q. From Parsons down to Denison?—A. Yes, sir.

Q. Where did you next settle down?—A. I stopped in Denison in '72, they completed the road in '72, and I stopped in Denison until July, '73.

Q. Where did you go next?—A. Came back to Muskogee. It was just started to build.

Q. And have you resided here continuously ever since?—A. Ever since; I have not been out of town for years.

Q. Have you not been out of town?—A. No, sir; not 20 miles away.

Q. You have not been 20 miles away from Muskogee?—A. No, sir; to stay any length of time since 1873. * * *

Q. Are you acquainted with Jurdean Smyers?—A. Yes, sir.

Q. Who is this person?—A. Supposed to be a Creek freedman.

Q. Man or woman?—A. A man—the one I know.

Q. Where does he live?—A. Used to live southwest of Okmulgee.

Q. How far?—A. Used to live out between Wewoka and Springfield.

Q. You say this person was a Creek freedman?—A. Yes, sir.

Q. Enrolled?—A. No; he was enrolled.

Q. Do you know whether this person was enrolled?—A. No, sir; if he was he would not be making application.

Q. When did you first get acquainted with this person?—A. I got acquainted with his people in 1883.

Q. Who was his father?—A. John Smyers.

Q. Who was his mother?—A. I don't know now; I can't remember now.

Q. Did you ever know a woman by the name of Jurdean Smyers?—A. I can't get that name.

Q. Well, did you know any other person * * *?—A. I knew a woman by the name of Julius Myers.

Q. Where does she live?—A. She used to live on Little Deep Fork.

Q. Where is Little Deep Fork, what county?—A. In Okmulgee County.

Q. Is she an Indian?—A. Well, she is one-half blood; used to live at Coweta.

Q. What nation now?—A. Creek.

Q. What is the other half?—A. Colored.

Q. Negro?—A. Yes, sir.

Q. Did you know the parents of this person?—A. Yes, sir; Geo. Myers is her uncle.

Q. Do you know a Choctaw Indian by the name of Jurdean Smyers?—A. Yes, sir; used to be woman that lived at Wewoka.

Q. This Smyers?—A. That is the same woman.

Q. Did she have a Creek man?—A. Yes, sir.

Q. Ever live at Durant?—A. She said she did; yes, sir.

Q. Did you ever live at Durant?—A. I worked there some years ago, but she used to live at Wewoka.

Q. She lived at Wewoka?—A. Yes, sir.

Q. Where does she live now?—A. I don't know, sir.

Q. When did she live at Durant?—A. I don't know when she lived there.

Q. What direction did she live from Durant?—A. I don't know.

Q. When was the last time you saw her?—A. I hav'nt seen her for four or five years until she came here.

Q. Came where?—A. Here in town.

Q. When did you see her here?—A. On the streets.

Q. Did you identify her in this office downstairs?—A. Yes, sir; I identified her; Alec Nail showed her to me.

Q. Alec Nail showed her to you?—A. Yes, sir.

Q. Is that the first time you had ever seen her?—A. For a good while.

Y. Where had you seen her before that?—A. Wewoka.

Q. You saw her in Wewoka?—A. Yes, sir.

Q. Wewoka is in the Seminole Nation?—A. Yes, sir.

Q. What were you doing in Wewoka?—A. I used to drive the mail back.

Q. What was she doing there?—A. She used to live there, or close to Wewoka.

Q. She lived close to Wewoka?—A. Yes, sir; right on the line of the Creek Nation.

Q. How far from Wewoka?—A. Lived about 7 miles, north and west.

Q. Seven miles north and west?—A. Yes, sir.

Q. Was she married?—A. She was living with a fellow; I don't know whether she was married or not.

Q. Who was the fellow?—A. Caesar Bowlegs.

Q. Was she white, Indian, or colored?—A. I don't know; I suppose part Indian.

Q. What part?—A. One-half.

Q. And of what Indian blood?—A. Choctaw.

Q. How do you know that she is one-half blood Choctaw Indian?—A. She said she was.

Q. She told you?—A. Yes, sir.

Q. That is all you know about it?—A. Yes, sir.

Q. You don't know her father or mother?—A. No, sir.

Q. You never knew her brothers or sisters?—A. No, sir.

Q. The first time you ever saw her was at Wewoka?—A. Yes, sir; that was the first time.

Q. Never saw her anywhere else outside of Wewoka?—A. No, sir.

Q. Not until she came here?—A. No, sir; I never knew what became of her until she came here.

Q. Do you know where Blue River is?—A. Yes, sir.

Q. Where is it?—A. In the Choctaw Nation.

Q. Where?—A. About 7 or 8 miles below Caddo—no, sir; Blue River is between Caddo and Atoka.

Q. Did that woman ever live on Blue River?—A. Not that I know of.

Q. Have you ever been on Blue River?—A. Yes, sir.

Q. For some time?—A. Yes, sir; several times.

Q. Did that woman have a husband that you know of on Blue River?—A. No, sir.

Q. Do you know anything about her children?—A. No, sir.

Q. Did you ever know a man by the name of Aaron Smyers?—A. No, sir.

Q. You do not know whether Aaron Smyers is her husband?—A. No, sir.

Q. Do you know whether this woman's mother's name was Pusley?—A. I don't know that.

Q. Do you know whether her father's name was Ed Givens?—A. No, sir.

Q. Did you ever know an Ed Givins, a Choctaw?—A. No, sir.

Q. Where is Gatesville?—A. I don't know exactly.

Q. You do not know where this place is?—A. I don't know.

Q. You don't know whether this woman is living there now or not?—A. No, sir.

Q. Where is Reeland?—A. Eleven and one-half miles southwest of Muskogee.

Q. Did you ever live there?—A. Yes, sir.

Q. When did you live there?—A. I have lived there ever since 1899.

Q. Where is your home now?—A. That is my home.

Q. You are an inmate of the county jail now, are you?—A. Yes, sir.

Q. What crime are you charged with?—A. Check—

Q. What is the charge against you?—A. Identifying a check, identification.

Q. Is the charge for false pretense?—A. Yes, sir.

I read you an affidavit purporting to have been made by you on April 15, 1915, before Julius Golden, notary public, filed by Mr. Webster Ballinger with the petition of Jurdean Smyers for the enrollment of herself and family as Choctaw Indians.

"W. M. James, being first duly sworn, on oath states that he is 70 years of age and that he lives at Reeland, Okla.

"That he first became acquainted with the applicant about 15 years ago; at this time she was living with her husband on Blue River about 8 miles from Durant; that they only had two children when he first knew her; her husband was named Aaron Smyers.

"That he was not personally acquainted with the mother of the applicant, but that he know about her; her name was Pusley and she was said to be a full blood Choctaw.

"That he did know her father; his name was Ed Givens; I don't know how much Choctaw blood he was; he was just considered a Choctaw Indian the same as the other Choctaw Indians that lived there in that part of the country.

"That he knows that she now lives at Gatesville and that she has lived there for several years; that he has seen her children but does not know them personally.

"(Signed) W. M. JAMES. (by thumb mark)."

Q. What do you know about this affidavit?—A. I don't remember making that. I don't know about it.

Q. Does this affidavit refresh your memory any?—A. No, sir; not a bit; it is a fraud.

Q. As a matter of fact, James, did you ever see this woman before Alec Nail introduced her to you?—A. I took her to be the same woman.

Q. You took her to be the same woman?—A. Yes, sir.

Q. Did you know that she was the same woman?—A. She told me she was the same woman.

Q. What did you say her name was?—A. Bowlegs at that time.

Q. You knew her by the name of Bowlegs?—A. Yes, sir.

Q. You didn't know her by the name of Smyers?—A. No, sir.

Q. Did not know her by the name of Smyers until Alec Nail introduced you?—A. No, sir.

Q. What was her maiden name?—A. No, sir; I don't know. * * *

This is not a complete copy of the testimony of this witness taken on the date given, but is a complete copy of his testimony concerning the applicant Jurdean Smyers.

The CHAIRMAN. Have you concluded your statement, Mr. Ballinger?

Mr. BALLINGER. Yes, sir.

Mr. HURLEY. Mr. Ballinger made one statement highly in his favor that is not correct, that is, that no case was filed by him on which he relied entirely on the corroboration of Alec Nail and Webster Burton. I did not make search of the records for them, but I have here a number of cases corroborated only by the affidavits of those two persons.

Mr. BALLINGER. Is not the statement of the claimant there, the affidavit of the claimant?

Mr. HURLEY. I beg pardon; you told the committee you did not rely entirely on the corroboration by these witnesses in any of the cases.

Mr. BALLINGER. I never said so.

Mr. HURLEY. The idea is he has relied entirely on the corroboration of those two witnesses in two-thirds of his cases or more, and here are the cases.

The CHAIRMAN. You gentlemen will prepare the various records you wish, using care not to get into this record something that is of a scandalous or impertinent nature.

Senator CURTIS. I suggest that there be no duplication of this. There is no occasion for printing in this record what has already been printed in the House record. It is an unnecessary expense, and each member of the committee, I think, has seen the House hearings.

The CHAIRMAN. That photograph is in the House hearings, so do not include that in the record, because we have that.

Mr. HURLEY. I have no desire to make any further statement or extension of my remarks in the record, except to submit 10 specific cases.

The CHAIRMAN. You have been granted permission for that.

Mr. BALLINGER. In order that this may be fair, will not counsel furnish me a copy of these things he is putting in the record?

The CHAIRMAN. He is not obliged to, but he probably will.

Mr. HURLEY. I do not want to be unfair to Mr. Ballinger. Mr. Ballinger sent these cases to me and requested me to investigate them for the purpose of presenting to the committee, and I have his letter to that effect. Now his statement about my going before the Secretary of the Interior and inviting him in, that is all afterthought. He asked me to investigate these cases to be prepared to say to this committee or to the House committee that we would or would not admit to citizenship these applicants.

Mr. BALLINGER. I did not ask you to go secretly, though, and present them.

Mr. HURLEY. I do not consider that I am going very secretly.

Senator OWEN. Might this committee agree to the House proposals in regard to this per capita distribution?

The CHAIRMAN. You have heard the motion.

Senator PAGE. I should like to ask Senator Owen one or two questions for my own information.

Senator OWEN. I shall be glad to answer.

Senator PAGE. How much money, Senator, would be taken from the Treasury on this particular motion of yours?

Senator OWEN. There would be \$300 for the Choctaws and \$200 for the Chickasaws.

Senator PAGE. Amounting to how much?

Senator OWEN. Amounting to about how much, Mr. Meritt?

Mr. MERITT. A payment of \$300 per capita as authorized by the Indian appropriation bill to the 20,799 Choctaw Indians entitled to this payment would require \$6,239,700. The Choctaws have a total credit now of \$7,888,901.07. To make a \$200 per capita payment as authorized by the item in the appropriation bill to the 6,304 Chickasaw Indians entitled to this payment would require \$1,260,800. The Chickasaws have to their credit \$2,035,338.47.

Senator OWEN. What is the estimate of the undistributed property?

Mr. MERITT. They have property estimated from \$30,000,000 to \$50,000,000.

Senator CURTIS. Of the joint property of the two tribes?

Mr. MERITT. Yes, sir.

Senator PAGE. Senator, do you think it is for the good of the Indians that we take \$7,000,000 or \$8,000,000, that I think is substantially what it is, and pour it out there in one lump sum to those Indians? Do you not think they will be severed from their money in a very short time? Would it not be better to give it to them in lesser sums and extend it over two or three years?

Senator OWEN. I think they are entitled to it from every point of view. First, because the treaty which they made was made with the express stipulation that it should be paid to them, and that treaty was made in 1902, 14 years ago, and one-third of those people have died since without getting any money benefits. Now it is true that some of these people receiving \$300 would in all human probability waste some of it, perhaps some of them would waste all of it in a large community of that kind, but that would be true also with regard to white men to whom you pay a debt. They would use it, they might use it unwisely, but that would not justify you not paying them what was due them when alive.

Senator PAGE. I was talking to some one who was friendly to your motion here, Senator, and I asked him what per cent of the Indians were competent to take charge of that fund. As I understand it, it means \$1,500 to \$2,000 to a family, and he said 75 per cent of them; he said 50 per cent of them would probably be separated from their money within 60 days, I think that was it, and 75 per cent in six months. That was his judgment.

Senator OWEN. I think it quite likely they would spend it. That is what they want with it. They want to spend it, they want to use it, and why should they not use it if it belongs to them?

Senator PAGE. If they are not competent to take charge of it, it seems to me better to dole it out to them in smaller quantities.

Senator OWEN. If you give them \$20 at a time they will not be able to buy a horse, while if you give them enough to buy a horse or give them enough to build a house, they will buy a horse or build a house. Do you not supervise those expenditures in some way, Mr. Meritt?

Mr. MERITT. We supervise the expenditures of the incompetent Indians.

Senator OWEN. Does that not answer your question, Senator Page?

Senator PAGE. Will you please explain then what will be done with this money under this bill, we pay some \$200 and some \$300, what would be done with this money, would it not be paid over to the Indians as they saw fit?

Mr. MERITT. No, sir; not in that case. May I read the item in order to make it clear. It will be found on page 336 of the House hearings.

That the Secretary of the Interior be, and he is hereby authorized to pay to the enrolled members of the Choctaw and Chickasaw Tribes of Indians of Oklahoma entitled under existing law to share in the funds of said tribes, or to their lawful heirs, out of any moneys belonging to said tribes in the United States Treasury or deposited in any bank or held by any official under the jurisdiction of the Secretary of the Interior, not to exceed \$300 per capita, in the case of the Choctaws, and \$200 per capita in the case of the Chickasaws, said payment to be made under such rules and regulations as the Secretary of the Interior may prescribe: *Provided*, That in cases where such enrolled members, or their heirs, are Indians who by reason of their degree of Indian blood belong to the restricted class, the Secretary of the Interior may, in his discretion, withhold such payments and use the same for the benefit of such restricted Indians: *Provided further*, That the money paid to the enrolled members as provided herein shall be exempt from any lien for attorneys' fees or other debt contracted prior to the passage of this act: *Provided further*, That the Secretary of the Interior is hereby authorized to use not to exceed \$8,000 out of the Chickasaw and Choctaw tribal funds for the expenses and the compensation of all necessary employees for the distribution of the said per capita payments.

In other words, we are paying direct to the competent Indians their money under this item, and we will deposit it in the local banks to the credit of the incompetent Indians and see that that money is used for their benefit.

Senator PAGE. What percentage, Mr. Meritt, would you think are restricted?

Mr. MERITT. I would say that there are probably 30,000 Indians—between 30,000 and 35,000 Indians—in the Five Tribes, who are still restricted; about 75,000 enrolled members, including freedmen, have had their restrictions removed.

Senator PAGE. I did not get the percentage—the percentage that are restricted of those to whom this fund applies?

Mr. MERITT. About 25 per cent.

Senator PAGE. Seventy-five per cent you would pay over direct?

Mr. MERITT. Yes, sir.

Senator GRONNA. Do you think it would be possible to withhold the money from the incompetent Indians after enacting this law? Would they not know that their fellow Indians would get this money and would they not be liable to ask for the same treatment that the others received?

Mr. MERITT. No, sir; we would not have any difficulty along that line. The full-blood Indians, those that are incompetent, would have their money deposited to their credit.

Senator PAGE. Is not the clamor a great deal stronger on the part of the whites who are there and who hope to get this money into their possession than on the part of the Indians?

Senator OWEN. I have not heard of any clamor on the part of the whites. The matter has been pending several years. It was passed in the last bill and the bill failed, as you know; therefore there was not action taken. It passed both in the House and in the Senate by a three-fourths vote, overwhelmingly voting in favor after a discussion of the matter very fully. I know no reason in the world why we should not carry out our agreement with these people, especially since the incompetents are safe-guarded.

Senator PAGE. I presume you are right about it. I can not help the feeling, however, that here is an action on our part that is going

to result in distributing to the whites of Oklahoma some \$5,000,000; that it is so patent that in six months your white brothers there who want this money will have it, and that a very small part will be with the Indians, that I would rather piece it out and give them \$50 instead of \$200 and see if at least we could not keep those incompetents that are included—

Senator OWEN. I could not justify not paying a debt to you for fear somebody in your State might get the money.

The CHAIRMAN. Senator Page, in this capital, the most intelligent, enlightened city in the country, we have 20,000 people getting a salary, and not 1 per cent of the 20,000 saves his salary; there is a clamor all the time for an increase in salaries. I have taken pains to investigate and certainly there are 20,000 who do not save their salaries; then why should we deprive these people of their money?

Senator OWEN. There are two classes provided by the Indian Office. Those who are recognized as incompetent are protected by the Indian Office.

Senator PAGE. Senator, I do not want to pursue this too far, but I should like to know if it is not true that a Member of the National Congress, I will not say whether he is a Senator or Representative, I will leave that so indefinite that you will not have to particularize, but is it not true that he has issued a circular giving as one of the reasons why he should be returned to the American Congress the fact that he has succeeded in having some \$7,000,000 or \$8,000,000 turned out to the whites of Oklahoma?

Senator OWEN. I am sure I do not know anything of that. It is a very extraordinary statement, if he has made it; it seems to be a very surprising plea for him to make, because the only justification of this disbursement is a treaty provision in which the Government of the United States pledges itself to distribute these funds to these particular people, the Government safeguarding the incompetents. I think a Member of Congress is entitled to no credit for asking the discharge of an obligation by the Federal Government, and to make a plea that he is entitled to great credit for it is absurd.

Senator PAGE. Would you think a real friend of the Indian, a man who had no sort of regard for the whites of Oklahoma, that a real friend of the Indians of Oklahoma would think it best that this treaty provision be carried out by emptying \$7,000,000 down there among those poor fellows, when it is contended —

Senator OWEN. Your whole conception is based on the idea that you are paying this money out into a rat hole to be divided among them; that conception is not justified by the facts. The incompetent class is cared for by the Indian Office; those who are competent have just as much right to receive a sum due to them as you have. That is all there is about it.

Senator PAGE. I presume as a legal proposition you are right.

Senator OWEN. Not as a legal right; it is a moral right.

Senator PAGE. But whether a debt should be paid, if it is a debt, and I have no doubt it is—

Senator OWEN. One-third of them are already dead. We may wait until the others die and give it to their children for some future generation, but I should like to see them enjoying some of it while they are alive, even if they do not use it wisely I think they might be permitted to spend some of it before they die.

Senator PAGE. I do not think they are capable of spending it. I think their white neighbors would spend it.

Senator OWEN. I think that is unjust to them. The Indian, of course, is a man who does not care for the acquisition of property and does not, as a rule, care for the maintenance of property; his ideals do not run in that direction, and for that reason he does sometimes spend his money improvidently, and for that reason the incompetent class are safely cared for by the Government, and this bill provides that the incompetent class shall be protected.

Senator PAGE. I can not rid myself of what seems to me a responsibility in the matter.

Senator OWEN. Of course we should all feel a responsibility in it.

Senator PAGE. My feeling of responsibility goes so far that I hesitate to vote to turn out \$7,000,000 where I know that in six months, or in a very short time, 75 per cent of it will find its way from those——

Senator OWEN. Senator Page, a great deal of that money will be invested in young cattle and hogs, and those people will undertake to make their living out of it, and they are entitled to undertake to make their living out of it. They have got no cattle and no hogs in many cases, and I think they ought to be permitted to have that opportunity.

Senator PAGE. If I could know where that would be I would have no objection. But, as I said before, I took this matter up with one friendly to your measure and asked him to give his candid opinion, and he said he thought 75 per cent—he made two statements—he said, “I think 50 per cent will find its way into the hands of the whites within either 30 or 60 days, and 75 per cent within 6 months.”

Senator PITTMAN. If you should give \$200 to any white man, any intelligent white man who buys clothes and shoes and horses or anything else, how long do you think he would keep that \$200?

Senator OWEN. If you give me \$200 I will spend it before the week is out.

Senator PAGE. This goes to families. You give \$300 to each member of a family, and there are five or six in a family, there is five times 200 or six times 300, which equals \$1,500 or \$1,800, going to one family absolutely incompetent to take care of that fund.

Senator OWEN. You are disregarding the commissioner's care of those incompetent which he exercises.

Senator PAGE. If it is true that 75 per cent will be dissipated——

Senator OWEN. No, Senator, you are ignoring the fact that these incompetents are under the supervision of the Indian Office and protected.

Senator PAGE. I will not take the attention of the committee any longer. I am simply going to save my countenance, if I can, by voting against your motion, Senator.

Senator GRONNA. I was going to say just one word. There is a great deal of force in what Senator Owen says—that the Government should fulfill its promises to these Indians. However, there are two things which worry me somewhat. One is that I do not know whether these Indians will get the benefit of this per capita payment that they ought to get. I was under the impression, and I am under the impression now, that some provision ought to be made that a certain amount of this money ought to go for school purposes.

Senator OWEN. We are conducting the schools out of other funds, you know.

Senator GRONNA. I understand that; still Congress has to make additional provisions for that!

Senator OWEN. For those in certain counties, yes.

Senator JOHNSON. I was going to say, Senator, you would not feel if this money belonged to the Indians that we should tell the Indians before they got it what they would have to do with it, would you?

Senator GRONNA. I certainly would tell them what to do with it as long as they are our wards, as long as we are their guardians. I feel that it is our duty to tell them what to do with it, and in every way to help them to use it most intelligently.

Senator OWEN. That is done with the incompetent class.

Senator JOHNSON. When this property has been distributed will there not be a claim against the Government of the United States, set up by these Indians who were refused? Will those Indians not come to Congress asking for millions of dollars?

Senator OWEN. The answer to that is that these rolls were ordered to be made up in 1896, and the persons were invited to make their applications. The Dawes Commission continued that during 1897, 1898, 1899, and for 10 years, and finally the Congress of the United States by an act gave a year's warning and closed the rolls March 4, 1907, after 11 years of controversy; and subsequent to that time, on a plea that there were some who were overlooked by the investigators, or who had some equity, we had a report made from the Interior Department, and we enrolled 700—I forget the exact number—as being all of those who had any equitable claims to enrollment. That was some years after. I think probably two years, maybe three, in 1914, probably.

The CHAIRMAN. In was in the Indian bill, Senator, 1914.

Senator OWEN. In the Indian bill of 1914, and that was believed to have settled the controversy absolutely. Now these cases are brought up by Mr. Ballinger, and he is urging that these people be enrolled. I think the matter is closed and ought to remain closed, and I do not think they have any case; I do not think they can establish any case. It must be remembered that the mere fact of a part of Indian blood does not give a legal right, but they must not only be of the blood but must have conformed to other conditions: they must have lived in the country. The Supreme Court held in the case of the Eastern Cherokees, who were full-blood Indians, that by long separation they had broken themselves off and could not have the rights of citizens in the Cherokee Nation unless they removed to the Cherokee Nation and were admitted in due form. In the case of the other five tribes, the Congress of the United States, June 28, 1898, in which was called the Curtis bill, provided that unless they had previous to the date of that bill established residence in good faith that they were barred by that fact. There was one exception made to that, and that was the case of the Mississippi Choctaws; by the treaty of 1830 they appeared to have reserved certain rights of citizenship coincident with living in Mississippi, and that matter went to the court, and it was held that those who had not removed would be barred by that fact. The case of Jack Amos was passed on in the Stephens case, which involved many citizenship questions and many

citizenship cases. Afterwards the Choctaws compromised with the Mississippi Choctaws in 1902 and admitted some 1,600 of them who were full-blood Indians and who consented to the conditions imposed by Congress, but that was the final settlement, and the Choctaws in that case made a very great concession, in this, that it appeared from the evidence of the Dawes Commission report that the Mississippi Choctaws were unable to prove that their ancestors had complied with the fourteenth article of the treaty of 1830 in the first place, and were unable to prove, in the second place, that they were the lineal descendants of such persons, so that on two lines of evidence, either one of which was fatal to them, they were unable to furnish the evidence necessary.

The Choctaws waived that requirement in order to give recognition to those who were willing to remove to the Choctaw country and 1,600 did remove and became identified with the Choctaws, and became citizens of the Choctaw Nation. Some of my own people, my aunt for example, who was born in the Cherokee Nation and who is part Cherokee, moved into Virginia and lived there. Some of the children moved back into the Cherokee Nation and established a residence before June 28, 1898. Those of her children who were living there previous to June 28, 1898, were enrolled as Cherokee citizens; those who did not establish citizenship before that time were denied, and I was content with it because it was a reasonable rule that those who had separated themselves voluntarily and continued the separation from the tribe should not be admitted to exercise the rights of citizenship in a community which they had voluntarily separated themselves from and had persisted in. So this matter has been thoroughly threshed out and I think there is no danger whatever to the United States from any claim made on account of any of these citizenship matters. Undoubtedly there are some few persons who might be able to set up and prove that they were of the Indian blood and who, perhaps, if they had exercised sufficient diligence, might have been enrolled at one time, but even in such cases, under the common understanding, there must be some time at which an end shall be brought to litigation that we should establish by the decisions when the decisions shall have been maintained, and I think the matter was patiently gone over. Many of the cases that were before the Dawes Commission came on appeal to the Interior Department and from there were sent back and came again to the Interior Department, and came from the Interior Department as many as three times, and certainly the Congress of the United States has exercised the greatest liberality with regard to it and the greatest patience. It would open Pandora's box to open the rolls of our country, and for that reason the legislature of the State has petitioned Congress that it should not be done. The Choctaws and Chickasaws and other tribes are unanimous with regard to that, and they are quite right about it because it would cause the most serious disturbance to reopen that question.

The CHAIRMAN. Are there any further remarks?

Senator CLAPP. I might say, Senator Owen, that ex-Senator Blair, at the last session, I think, at his request, we inserted as a limitation against paying these contracts, these words [reading]:

Except where contracts have been heretofore approved by the Secretary of the Interior, in accordance with existing law, which contracts the Secretary is authorized to settle and discharge.

Senator CLAPP. With this I ask to have included the following letter:

(The letter referred to is here printed in full, as follows:)

WASHINGTON, D. C., *February 26, 1916.*

Hon. HENRY F. ASHURST,

Chairman Committee on Indian Affairs,

United States Senate,

Washington, D. C.

SIR: We respectfully request that the following amendment be added to the Indian Appropriation bill on page 34, line 2, after the word "act."

"Except where contracts have been approved by the Secretary of the Interior in accordance with existing law, which contracts the secretary is authorized to settle and discharge."

The act of April 30, 1908, contains the following provision:

"That contracts, heretofore or hereafter made by and between persons stricken by the Secretary of the Interior from the final rolls of the Five Civilized Tribes, and attorneys employed by them to secure their restoration to the rolls, shall be valid and enforceable when approved by the Secretary of the Interior in their original or in such modified form as he may deem equitable and not otherwise; and such contracts as are approved as herein provided, when recorded in the county where such land is located, shall be a lien in the event of the restoration of such persons to the rolls against allotted lands or tribal funds of the persons so restored to or given rights upon said rolls." (35 Stat., 70; 3 Kappler, 338.)

We were the attorneys for certain persons who were unlawfully stricken from the rolls by the Secretary of the Interior, and by proceedings in court we procured their enrollment and they are now enjoying full rights as members of the Choctaw and Chickasaw Tribes. We had contracts with these persons, and on account of the difficulty in collecting our fees we agreed with the then Commissioner of Indian Affairs, Mr. Leupp, that we would reduce them if there was a way of insuring their payment, and we agreed with the department to permit the secretary to fix the fees on the understanding that the department would recommend to Congress that we have a lien on the allottees' lands and funds for the amount approved by the secretary.

Congress thereupon passed the above provision, and under it the secretary has approved a contract for \$750 in favor of former Senator Henry W. Blair, of New Hampshire, for securing the enrollment of John Calvin Gray; one in favor of Kappler & Merillat, James K. Jones, and Charles M. Fehheimer, of Chicasha, Okla., for \$400, for securing the enrollment of William T. Lancaster; one in favor of Charles M. Fehheimer, of Chicasha, Okla., and Eugene Hamilton for \$400, for securing the enrollment of Arthur Jennings, and one in favor of Charles M. Fehheimer, of Chicasha, Okla., and Eugene Hamilton, for \$400, for securing the enrollment of Clyde Jennings.

We hardly think that it is the intention of Congress, in view of the legislation of 1908, and the action of the department in approving our liens, now to pass an act invalidating our liens. We have acted in perfect good faith in this matter and have waited since 1908 for our money, and unless the provision on page 34 of the bill as amended as proposed above, we are afraid an injustice will be done to us.

We may add that practically the same amendment was submitted to your committee last session; that the Indian Office reported favorably thereon, as will be seen by consulting the hearings of last year, page 309; and your committee adopted the amendment, and we understand the amendment was agreed to in conference, but the Indian appropriation bill failed of passage.

Trusting that this amendment will be favorably acted upon, we are,

Yours respectfully,

HENRY W. BLAIR,
CHARLES J. KAPPLER,
CHAS. H. MERILLAT,
JAMES K. JONES.

Senator CLAPP. Now, Senator Blair is sick at home and could not be here.

Senator OWEN. That refers to just a few cases. I have no objection to that.

The CHAIRMAN. That was agreed to last year?

Senator OWEN. Yes.

Senator CLAPP. With your permission I will ask that it be inserted in the pending bill.

Senator OWEN. That is agreeable to us.

The CHAIRMAN. Are there any further remarks?

Senators CURTIS. The limitation was put in the Curtis Act of 1898 because of the fact that Congress had in treating with the Five Tribes authorized them to enact laws in reference to citizenship. They have passed laws to the effect that people who voluntarily left their territory and became citizens or residents of the States were not entitled to enrollment, and in preparing the bill I discovered a number of years had been given the Indians to return, and so to carry out that law I fixed the period they should be there upon the passage of the law, June 28, 1898. I just say that so the committee may know why the limitation was put into the act.

Senator OWEN. It has been justified by the history of it.

Senator CURTIS. There is no question about that. But there is one thing that worries me in this case somewhat. I do not think we have the right to raise the question on about 60 per cent or 75 per cent of these Indians that was raised by Senator Gronna. If he will remember, about 60 or 75 per cent of the Indians have been removed from the jurisdiction of Congress; that is, they have been made citizens and they are no longer the wards of the Government. There are only about 30 per cent now under restrictions, and in dealing with that 30 per cent it seems to me that the amendment would take care of them; that is, it authorizes the commissioner to handle the money for the benefit of the incompetent of the 30 per cent. But in looking over this case and studying it years ago, I find some 2,700 applications filed that were not acted on by the department. I think of those cases only 10 families were of the Mississippi Choctaws and the others were applicants who claimed rights as being members of the Choctaw and Chickasaw Tribes. Those cases were not acted upon; Congress a couple of years ago, so I am informed, during my involuntary absence for two years, investigated this case and enrolled some of them. I have always thought the rights of the 2,722 Indians should be investigated thoroughly and completely, either by the Department or by Congress, because they were not left off by any act of their own, and because no member of the department, I think, could be criticised because Congress limited the time, and Congress thought it had given them all the time that was necessary. The question now is, is there enough money here to take care of these people should Congress in the future conclude to enroll them. I believe in view of the fact that the tribes have some thirty-odd million dollars of tribal funds, there is sufficient funds to satisfy any rights they may have, and for the reasons given very briefly by me, I shall vote for this amendment.

Senator LANE. I think the point ought to be well considered; we ought to be well satisfied. If there are others who are justly entitled to a portion of this money you are diminishing the amount.

Senator CURTIS. No; there is plenty to pay them.

Senator LANE. No difference if they take—

Senator CURTIS. If they were enrolled.

Senator LANE. Then you will have to have separate legislation for them. Why can it not be provided for in here, to deduct out the proportionate amount they would be entitled to, and then go ahead and make the appropriation?

Senator CURTIS. There is plenty of money left. There will be \$30,000,000.

Senator LANE. There would not be any if that were to go the same way.

Senator CURTIS. There would be \$30,000,000 left they could be paid out of.

Senator LANE. If they keep on getting it, as in this case, there will be nothing, and there will be less left than there was if you spend a portion of it. That puts it right back to what I said in the beginning, that the funds ought to be proportioned.

Senator CURTIS. They would be given their proportionate shares?

Senator LANE. They would have less leverage here and less opportunity than if it goes in now.

Senator CURTIS. I think not, with \$30,000,000 undisposed of property.

Senator LANE. Why not deduct that amount, whether it represents 1,000 or 1,200 Indians, and then pay the balance to these others, and then when you pay again keep on doing the same thing.

Senator OWEN. The commissioner has just stated there is between \$20,000,000 and \$30,000,000.

Senator LANE. You might have \$250,000,000, and if you paid out one-half there would be that much less left to divide up.

Senator OWEN. The pro-rata share has a fixed value, so that what you say would not really affect the interests of these persons if there were any, if they should be hereinafter enrolled.

Senator LANE. There are certain numbers of them, I think it has been pretty generally conceded, who have a right on the roll, who have not been able to establish it for one reason or another. Now if the number could be estimated and deducted from this amount, say, if you appropriate \$7,000,000, take out what would cover the share of these others, and let them have the rest, you would have that much more left when they come in here with a claim, when they go into court and make the Government pay the money.

Senator CURTIS. There is no danger of that because the courts have decided that Congress has the final word in this matter, and Congress having fixed the date for the closing of the rolls and left them off, so far as the courts are concerned they would hold these people have lost their rights. The only question is whether or not Congress will in the future act upon their cases.

Senator OWEN. The matter is entirely and exclusively in the hands of Congress?

Senator CURTIS. Yes; the matter is entirely and exclusively in the hands of Congress, the courts so held that there was no question about that. But there is another side to this case that we ought to state now before the record is closed. A good many people say the folks now there had not a fair chance. They were given many years, and I want to say that Congress was influenced to close these rolls as it did because of the character of the testimony filed in the enrollment cases. We discovered on investigation that they had forged

seals, that men justices of the peace who were supposed to have sworn persons whose names were signed to the documents had been dead 10 or 15 years before the oath was taken before them, and we discovered that the records were filed for the enrollment of people, especially the Chickasaws and Choctaws, and those rolls were placed in buildings, and the buildings burned, so that Congress and the officials could not inquire into the truthfulness of those affidavits and run them down. And it was, in view of all this, that Congress did fix at least a date to close these rolls to stop this kind of conduct. I think it is only fair to the Congress and to the members of the commission who looked into the cases that the statement be made.

The CHAIRMAN. But, Senator, the rolls were not closed summarily. A year elapsed after the act passed until the rolls were closed?

Senator CURTIS. They were given plenty of time, it seems to me. The time was extended from time to time. The only question is as to these men who filed their claims. Because of the time it took to get reports from Oklahoma up here the department did not have time to act on those 2,000 and some applications—I think they involve about 6,000 names all told. I have always thought that those people who filed their applications in time should have a day in court. I mean by that they should have a hearing before Congress, or we should authorize some one to look into those cases. I have always believed they lost out, not because of any lack on their part, but because the department did not have time to act upon those cases, and I understand stamped them “disallowed,” because they did not have time to inspect and look into the applications.

I also understand—I have not looked at the record, but it is my recollection—that an amendment was offered to the Indian appropriation bill at the session of Congress following the closing of the rolls, and following this act of the department, but it was stricken out on the floor of the Senate on a point of order. I am not sure about that.

Senator OWEN. They did afterwards, I think, actually go into the records.

Senator GRONNA. A couple of years ago we provided for the enrollment of 100 who were held as having equities by the Department of the Interior, so that seven years after the rolls had been closed in 1907, when the department had seven years in which to go through it, they reported that they thought there were 100 who were entitled, equitably, to be enrolled, and we did enroll them by a special act.

Senator CURTIS. Was that after an investigation of the 2,700 applications?

Senator OWEN. I suppose so, Senator. I do not know, but I suppose that is the case.

Senator GRONNA. May I ask Senator Curtis a question?

The CHAIRMAN. Certainly.

Senator GRONNA. May I ask you, Senator Curtis, whether the statement you made as to the method of setting up proof—does that apply to the Mississippi Choctaws?

Senator CURTIS. No, we did not discover anything of that kind in regard to the Mississippi Choctaws. That matter all came up afterwards, and it was handled largely by the officers of the department on

the ground in Mississippi. Some of them, quite a number of them, came up to Oklahoma and made a showing, but officers were sent to Mississippi. What I had reference to was other applicants for enrollment in the Choctaw and Chickasaw country; and for that matter in the Cherokee and Creek country there were persons of that kind.

Senator OWEN. I have no doubt they enrolled thousands of people who were not entitled to enrollment at all by fraudulent testimony, and that is what the Indians are so sore about, and that is why they have been so deeply opposed to reopening the rolls, because they thought if the rolls were again reopened they would again be subjected to the same character of false testimony, of which they felt they had been the victims before.

Senator GRONNA. I wish to make this statement to the committee. My interest in this matter has really been stimulated. I might say, by the eloquent pleas made by the two senators from Mississippi. On various occasions I have listened to Senator Williams, and he has on every occasion demonstrated that really there is merit, some merit, there must be some merit, to the claims of those Mississippi Choctaws.

Senator CURTIS. Senator Williams brought this matter to my attention when this bill was originally prepared, and it was on his request that an item was put in protecting the interests of the Mississippi Choctaws, but I have been looking over the record, and if you look over it, you will find that plenty of time was given those Mississippi Choctaws, that is in my judgment, and if my recollection serves me right when the question was up in Congress they were given six months extra time in which to report. I think Senator Williams asked for a year, and we compromised on the floor of the House on six months. In addition to that the Government appropriated money to aid and assist these people; the Government sent the officers down there, put them on the ground, paid all the expenses, and appropriated money to pay the expenses of the Mississippi Choctaws to come up to Oklahoma. You must bear in mind they had no right unless they did remove to Oklahoma. They must go there and go on the land. There are a lot of these people claiming rights who never attempted to go to Oklahoma. Then again, looking over this list, I find there are but 10 families of Mississippi Choctaws that were not acted on for want of time. That was the report of the Secretary of the Interior.

Senator GRONNA. If you will allow me to interpose just there?

Senator CURTIS. Certainly.

Senator GRONNA. We do not deal with the Indians strictly according to rules of law, do we?

Senator CURTIS. That is true; yes, sir.

Senator GRONNA. Why should not an Indian, because he does not live on a certain place, if he is of the same blood, why should he not have some equity?

Senator CURTIS. I will tell you. Because in the treaty these people, their ancestors, were given large tracts of land in Mississippi, much larger in amount than would have been given them in the Indian Territory.

Senator GRONNA. I agree that is a fair answer, but I cannot feel——

Senator CURTIS. Wait a moment. There was also a further condition; they were parties to the treaty, a further condition that in

order to have rights in Oklahoma, then the Indian Territory, they must remove to the Indian Territory; they must settle among their brothers in the Indian Territory, and as fast as they came to that country they were given their rights, except, I think, annuity rights, which they had waived in the treaty.

Senator OWEN. Yes.

Senator CURTIS. And not only that, but the Chickasaw and Choctaw Tribe of Indians time and again passed resolutions inviting them to come, and in some instances I think offered to pay their expenses.

Senator OWEN. They did pay their expenses.

Senator CURTIS. And did everything they could to get them there. Then, Senator, this question, has been pending in Congress and was agitated for years, and they had time and they did not remove; and I think, in view of the authority Congress gave these tribes, and all that was done, that their rights were protected as fully as they could have expected them to be protected under the circumstances. I mean the Mississippi Choctaws, now. I have taken great interest in the Mississippi Choctaws for the same reason that Senator Gronna has, namely, because Senator Williams from the very first has been a very ardent supporter of the rights of those people, and I took an interest in it first at his request and have continued to do so, and now if I thought a great injustice was done those people I would not vote for this amendment, but I believe if they have any rights there will be sufficient money left to pay them.

The CHAIRMAN. Is there any further discussion?

Senator GRONNA. If I thought that the Mississippi Choctaws knew the conditions, that this legislation was not made without their knowledge, of course I should not oppose it. If they had had their day in court, if they understood it, but I will not agree that it is a fair proposition to a tribe of Indians, or to a number of Indians I will say, that simply because they did not live in a certain particular place, that they were not entitled to property which is held by their tribe.

Senator CURTIS. You must remember that they were exempted from the act of June 28, 1898.

Senator GRONNA. That is not the way we are legislating for Indians.

Senator CURTIS. They were especially exempted and were the only branch of any of the tribes that were exempted. They were given additional time and after that the agents of the Government were sent down there to aid and assist them, and the Government, as I said, appropriated money to help move them to Oklahoma. The only ones set out were those who had been in Oklahoma or in the Indian Territory at some time, and had moved of their own volition.

The CHAIRMAN. Is there any further discussion? If not, the secretary will call the roll.

The question being taken by yeas and nays, resulted:

Yeas five, as follows: Senators Pittman, Owen, Clapp, Curtis and Ashurst.

Nays two, as follows: Senators Page and Gronna.

The CHAIRMAN. The yeas have it, and the proposal of the House is agreed to.

That finishes Oklahoma. We now have Minnesota.

RED RIVER AND FLAMBEAU (WIS.) DISPOSITION OF TIMBER.

Senator CLAPP. Before we take up Minnesota, on behalf of Senator La Follette, I want to call the committee's attention to the amendment to S. 4383 to authorize the Secretary of the Interior to dispose of the timber on the so-called lands and swamp lands within the Red River and the Flambeau Indian Reservations, which has not only been approved by the Department but somewhat earnestly urged.

Senator CURTIS. Is that Senator Nelson's amendment?

Senator CLAPP. No, this is for Wisconsin.

Senator GRONNA. Is it in the original bill?

Senator CLAPP. No, sir.

Senator GRONNA. It must have been estimated for since the bill came from the House then?

Mr. MERITT. We have an item found on page 408 of the Hearings of the House covering the matter.

Senator PAGE. I think I have some knowledge of this, Mr. Chairman. It has been a matter of dispute for a long time as to whether these lands belonged to the Indians or to the State, and the time has come when they ought to be disposed of, I think, and it is provided here that the proceeds be deposited at interest somewhere for safe-keeping until the adjustment is reached. I rather think the bill is good.

Senator CURTIS. You think the question ought to be settled, Senator, on the appropriation bill, do you?

The CHAIRMAN. It is a separate bill, Senator.

Senator PAGE. I thought it was on the appropriation bill.

Senator CURTIS. I do not think we settle the question. We simply say the lands may be sold and the money kept until the matter is adjusted.

Senator CLAPP. Senator La Follette wanted it put on the appropriation bill under the Wisconsin item.

Senator CURTIS. Did you not, as a member of the committee, investigate that at one time, Senator Page?

Senator PAGE. Yes; Senator Clapp and Mr. Brown, Mr. Small and myself. I think. Am I right about that, Senator Clapp?

Senator CLAPP. Yes.

The CHAIRMAN. It is in the amendments asked for by the department. Is there any objection to the legislation going on the bill?

Senator GRONNA. I was told the other day there would be a bill in the course of a few days before this committee that would take care of bills that were purely legislation. I have no objection that I know of to this particular provision. It is hardly fair to the rest of us to say that simply because the department wants certain things that legislation must go on, and then some Members of Congress want to know whether there has been any estimate for it or not. Now, whether that is a fair way of proceeding, I do not know.

Senator CURTIS. I think Senator Gronna is right.

MISSISSIPPI CHOCTAWS—ENROLLMENT.

The CHAIRMAN. I ask leave to include in the record some correspondence regarding the per capita payments, being a letter I wrote

Mr. Bixby, of Muskogee, and his reply, under the head of Choctaw and Chickasaw per capita payments.

(The letter and reply referred to is here printed in full, as follows:)

JULY 30, 1915.

HON. TAMS BIXBY,

Muskogee, Okla.

MY DEAR SIR: The Indian Committee during the last session of Congress was subjected to the strenuous contention that the Mississippi Choctaws still residing in Mississippi were entitled to enrollment under the treaty of 1830.

Our records show that the Dawes Commission reported in January, 1898, that the Mississippi Choctaws were unable to prove their descent from ancestors who were supposed to be fourteenth article claimants, and were unable to prove that their ancestors had complied with the requirements of the fourteenth article of the treaty of 1830, and therefore could not qualify themselves under the law; that Congress passed an act May 31, 1900, that those "duly identified" might be enrolled for allotment if they should remove to the Choctaw country west, but that the Dawes Commission, upon an inquiry, found that very few, indeed, if any, could show themselves the descendants of fourteenth article claimants, or that their ancestors had complied with the conditions of the fourteenth article, and therefore that the Dawes Commission were unable to find more than a very few who could be "duly identified."

It appears, however, that when the Choctaw-Chickasaw agreement of 1902 was submitted to Congress, recognizing Mississippi Choctaws who might be "duly identified" a strenuous contention was made to change the rules of evidence so that the full bloods might be recognized as entitled under the fourteenth article, without regard to technical proof that their ancestors had complied with the conditions of the fourteenth article.

I am informed, after the Interior Department, in February, 1901, changed its attitude from a recognition of the schedule of March 10, 1899, and the full-blood rule of evidence as submitted by the Dawes Commission, and stood strictly upon the technical requirements of the law until June, 1902, when a compromise was effected by which the full-blood rule of evidence was inserted as an amendment on the floor of the House of Representatives, recognizing the full-blood rule of evidence, upon an agreement between the members of the Indian Committee, the attorneys for the Choctaws and Chickasaws, and the representatives of the Mississippi Choctaws.

I should like a statement from you as to whether or not these representations are strictly true and to have from you a statement of what the facts were, to the best of your understanding, because this matter will again come up in Congress this winter in all human probability, and we should have a plain statement from you with regard to this matter.

I understand that the Dawes Commission opposed admission of the Mississippi Choctaws except where they made the strictest technical proof until the compromise was entered into fixing the full-blood rule of evidence in the agreement of July 1, 1902.

I should appreciate your writing me fully and clearly with regard to this matter.

Yours, respectfully,

(Signed)

HENRY F. ASHURST.

MUSKOGEE, OKLA., September 23, 1915.

HON. HENRY F. ASHURST,

Chairman, Committee on Indian Affairs,

United States Senate.

DEAR SIR: In answer to your request, under date of July 30, with regard to the Mississippi Choctaws and their right to have the Choctaw rolls reopened and to be admitted to citizenship, I have the following statement to make relative to the history of this case:

Under the act of 1896, authorizing the Dawes Commission to make the rolls of citizens of the Five Civilized Tribes, application was made to the commission in the case of Jack Amos et al., and in which the question was raised as to whether full-blood Mississippi Choctaws residing in Mississippi had the right to be enrolled as Choctaw citizens.

The Dawes Commission denied the Jack Amos case December 1, 1896, and it was appealed to Judge W. H. H. Clayton's court and he decided that the Dawes Commission was correct in its decision in denying Jack Amos et al. Judge Clayton gave as his reason for sustaining the Dawes Commission that Jack Amos et al. (Mississippi Choctaws residing in Mississippi) not having removed to the Choctaw country west were not entitled to be enrolled, even if they were full-blood Mississippi Choctaws, and that their claim to the right to be enrolled while resident in Mississippi could not be sustained. This judgment against the Mississippi Choctaws was final under the law which made Judge Clayton's court final arbiter in matters appealed from the Dawes Commission. It was recognized that the Jack Amos case was a test case.

In the Indian appropriation bill which passed in March, 1897, an item was inserted directing the Dawes Commission to make a report to Congress on the rights of the Mississippi Choctaws. President Cleveland failed to sign this act of Congress, but it was reenacted the following June (1897) and was signed by the President. Under this direction of Congress the Dawes Commission made its report, which was sent in to Congress in January, 1898, in which the commission held that the Mississippi Choctaws who were the lineal descendants of the fourteenth article claimants under the treaty of 1830 would be entitled to move to the Choctaw Nation and be enrolled for citizenship, provided they were identified by some competent tribunal and should actually remove to the Choctaw country west.

In the Curtis Act of June 28, 1898, Congress instructed the Dawes Commission to identify the Mississippi Choctaws who should be entitled to remove under this report of the Dawes Commission.

Maj. A. S. McKennon went to Mississippi during February, 1899, and identified 1,923 Mississippi Choctaws, but stated in the report that it was made up on the theory that in making the enrollment he thought it only fair to regard full-blood Choctaws as the descendants of fourteenth article claimants. He stated in this report, substantially, that no proper record had ever been made in 1830 of the fourteenth article claimants; that the Mississippi Choctaws in 1899 could not prove, first, that their ancestors had complied with the fourteenth article, and, second, could not prove their lineal descent from their ancestors of 1830 as they had no family records.

While the Dawes Commission joined in this report made by Hon. A. S. McKennon it was with some misgiving that the commission was not justified in rendering an opinion without competent evidence that would give the Mississippi Choctaws property worth millions of dollars in the Choctaw country west, and upon a more careful examination into the matter the commission concluded that the full-blood rule of evidence, so called, adopted by the report of 1899, was not justified as a matter of law and could not be maintained.

On the 31st of May, 1900, Congress passed an act that Mississippi Choctaws "duly identified" by the Dawes Commission might remove to the Choctaw country west at any time before the rolls closed.

Many applications were made under this act for identification. The Dawes Commission decided that any person to be "duly identified" must prove that his ancestor had complied with the conditions of the fourteenth article of the treaty of 1830, and that he was a lineal descendant of such ancestor.

After examining nearly every case which had been enrolled under the schedule of March 10, 1899, the commission decided that only a very few individuals would be entitled to enrollment as "duly identified." Neither the Dawes Commission nor the Interior Department felt that it had a right by loose interpretation to permit the Mississippi Choctaws to absorb millions of dollars of property vested by law in the Choctaw Nation west unless it were done upon the direct and express authority of Congress. It did not seem right that those who had lived in Mississippi for generation after generation, and who had taken no part in developing the Choctaw country west, should have the right to joint ownership of this property unless they could prove themselves entitled by competent evidence, and this they could not do. For that reason the Dawes Commission and the Interior Department were opposed to their enrollment and in the report of the Dawes Commission of May 19, 1902, the reasons of the Dawes Commission were fully set up and were sustained by the Secretary of the Interior in his letter of June 2, 1902.

The Choctaws and Chickasaws west naturally felt that they were not called upon to divide this estate with persons who had not lived with them for over 70 years and they were opposed to admitting Mississippi Choctaws who could

not support their claim by adequate and competent evidence, and, for this reason, the agreement was presented to Congress February 23, 1901, and also March 24, 1902, providing that only Mississippi Choctaws "duly identified" should be admitted.

Those representing Mississippi Choctaws strenuously contended that the full-blood rule of evidence should be adopted and that the schedule of March 10, 1899, should be recognized as binding. This schedule was erroneous in many particulars as the Dawes Commission discovered upon a critical examination of it, but finally, in order to adjust this controversy, a compromise was reached when the Choctaw-Chickasaw agreement of 1902 was passed on in Congress so that an amendment providing for the full-blood rule of evidence was adopted, so drawn, however, as to recognize only those who were living full bloods and not recognizing their half-breed children. It was thought better by the Government authorities to yield this point as a settlement of the controversy as the friends of the Mississippi Choctaws were demanding very much larger concessions.

I do not think that the rolls should be opened or that those not already on the rolls as Mississippi Choctaws should be given any further consideration for the simple reason that this contest was pending from 1896 to March 4, 1907, when the rolls were closed by act of Congress, and it is of great importance to the peace of the Choctaws and Chickasaws and of the State of Oklahoma that these rolls, which were finally closed by act of Congress eight years ago, should not be disturbed on any account whatever.

Yours, very respectfully,

TAMS BIXBY.

CHIPPEWA INDIANS—FOND DU LAC BAND.

Senator CLAPP. I ask leave to report that bill, S. 4683, giving jurisdiction to the Court of Claims to the Chippewa Indians of the Fond du Lac Band, calendar No. 117. While the Indian Office does not think these people have very much of a claim, they are rather inclined to think they might go to the court to settle the question.

The CHAIRMAN. Is there any objection to the Senator reporting that bill favorably?

Senator PAGE. I should like to know more about it, because I do not know anything about it.

Senator CLAPP. It relates to the pine that was taken off of the Fond du Lac Reservation, a small reservation near the head of Lake Superior, right out from Duluth, and it is claimed this pine was sold by the Government, and consequently the Indians should be reimbursed. While the suit is brought by the Fond du Lacs under the bill, because it relates to their reservation, the money, of course, will go into the general fund of the Chippewas in Minnesota. The Indian Office is not very much impressed with the idea that the Indians have a claim here, but they do feel there is enough of it anyway to warrant them letting them go to the court and find out about it.

Senator GRONNA. Is that all of this bill?

Senator PAGE. I should like to hear from the department, if there is no objection.

The CHAIRMAN. Have you any objection, Mr. Meritt?

Mr. MERITT. We have no objection to the Indians going to the Court of Claims on this matter. I have not gone over the wording of the bill carefully.

The CHAIRMAN. Is there any objection to the motion? If not, the Senator will report it.

Part Thirteen

CHOCTAW AND CHICKASAW PER CAPITA PAYMENT

EXTRACTS FROM SPEECH

OF

HON. ROBERT L. OWEN
OF OKLAHOMA

IN THE

SENATE OF THE UNITED STATES

MARCH 27, 1916

CONTAINING ARGUMENT OF MR. P. J. HURLEY, NATIONAL
ATTORNEY FOR THE CHOCTAW NATION

REPORT OF HON. FRANKLIN K. LANE, SECRETARY
OF THE INTERIOR, AND

REPORT OF THE SUBCOMMITTEE OF THE COMMITTEE ON
INDIAN AFFAIRS, HOUSE OF REPRESENTATIVES

AGAINST

THE CLAIMS OF THE MISSISSIPPI CHOCTAWS AND OTHERS
FOR ENROLLMENT AS CITIZENS OF THE CHOCTAW
AND CHICKASAW NATIONS



WASHINGTON
GOVERNMENT PRINTING OFFICE

1916



EXTRACTS FROM SPEECH
OF
HON. ROBERT L. OWEN.

Having completed an argument on the floor of the Senate against the reopening of the Choctaw and Chickasaw rolls and in favor of a provision carried in the Indian appropriation bill authorizing a per capita payment to the Choctaws and Chickasaws, Mr. OWEN submitted the following:

Mr. OWEN. I wish to put in the RECORD with regard to this matter several statements by the attorney for the Choctaw Nation, which give in brief extracts from treaties, citations of decisions of courts and of decisions of the different Secretaries of the Interior and reports of the present Secretary of the Interior and of the special committee of the House of Representatives who examined these claims at very great length. Four different Secretaries of the Interior have decided against the claim of the Mississippi Choctaws—Republican Secretaries and Democratic Secretaries. There is no longer any ground whatever, either in law or morals or ethics, why this matter should be reopened; nor have the Mississippi Choctaws any claim against the United States except the claim of a dependent, impoverished people, for whom the United States has always shown generous care. They have no claim whatever against the property or funds of the Choctaw and Chickasaw Indians of Oklahoma.

There being no objection, the matter referred to was ordered to be printed in the RECORD, as follows:

STATEMENT OF P. J. HURLEY, NATIONAL ATTORNEY FOR
THE CHOCTAW NATION.

IN RE ENROLLMENT MATTERS.

The following is a brief statement outlining generally the history and the present status of the claims which are

now being presented by persons for enrollment as citizens of the Choctaw and Chickasaw Nations.

MISSISSIPPI CHOCTAWS.

On March 10, 1899, the Daves Commission reported that there were extremely few, if any, Indians in Mississippi who could prove their right to enrollment as citizens of the Choctaw and Chickasaw Nations, under the fourteenth article of the treaty of September 27, 1830. At that time there was much agitation for the enrollment of the so-called Mississippi Choctaws, and in the agreement between the Choctaws and Chickasaws and the United States, approved July 1, 1902 (32 Stat. L., 641), a compromise was reached on the Mississippi Choctaw claim.

The Choctaws and Chickasaws agreed to enroll, as a gratuity, all full-blood Choctaws who then resided in Mississippi if they would remove to and establish a residence in the Choctaw or Chickasaw Nations.

Under this agreement 1,634 Mississippi Choctaws were enrolled and received allotments in the Choctaw and Chickasaw Nations. With a few exceptions, the entire 1,634 were enrolled under the full-blood rule of evidence and were not required to prove a right to enrollment. The approximate value of the property received by these 1,634 persons is \$15,000,000. This is the price paid by the Choctaw and Chickasaw Nations for a settlement of the Mississippi Choctaw claim in 1902.

In consideration for this concession on the part of the Choctaws and Chickasaws the Government agreed to close the rolls, to sell the residue of tribal property, and distribute the proceeds per capita among the enrolled members of the tribes. The United States Government has not performed its part of the agreement.

The agreement of 1902 (32 Stat. L., 641), above referred to, contained the following provision:

"No person whose name does not appear upon the rolls prepared as herein provided shall be entitled in any manner to participate in the distribution of the common property of the Choctaw and Chickasaw Tribes, and those whose names appear therein shall participate in the manner set forth in this agreement."

The act of April 26, 1906 (34 Stat. L., 137), declared the rolls of the Choctaw and Chickasaw Nations closed in the following language:

“ Provided, That the rolls of the tribes (Choctaw and Chickasaw) affected by this act shall be fully completed on or before the 4th day of March, 1907, and the Secretary of the Interior shall have no jurisdiction to approve the enrollment of any persons after that date.”

The rolls of the Choctaw and Chickasaw Nations are therefore closed and have been closed since the 4th day of March, 1907.

The claim which is now being presented by the proponents of the legislation for the enrollment of Mississippi Choctaws has heretofore been fully considered and decided adversely to the so-called Mississippi Choctaws by the following tribunals and officials:

(1) 1897: The Federal courts of Indian Territory. (Jack Amos *v.* Choctaw and Chickasaw Nations. Jurisdiction affirmed by Supreme Court, *Stephens v. Cherokee Nation*, 174 U. S., 445.)

(2) 1898: The Daves Commission to the Five Civilized Tribes. (See reports Jan. 28, 1898, and Mar. 10, 1899.)

(3) 1902: The Choctaw and Chickasaw people and the United States Government in the preparation of the supplemental agreement of July 1, 1902. (32 Stat. L., 641.)

(4) 1906: The Congress of the United States, which by the act of April 26, 1906, finally directed the closing of the rolls March 4, 1907. (34 Stat. L., 137.)

(5) 1912: Hon. Samuel Adams, First Assistant Secretary of the Interior. (See report dated July 2, 1913, addressed to Hon. JOHN H. STEPHENS, chairman Committee on Indian Affairs, House of Representatives.)

(6) 1915: A subcommittee of the Committee on Indian Affairs of the House of Representatives. (See report on H. R. 12586, dated Jan. 2, 1915.)

(7) 1915: Hon. Franklin K. Lane, Secretary of the Interior. (See report dated Jan. 8, 1915, addressed to Hon. JOHN H. STEPHENS, chairman of the Committee on Indian Affairs of the House of Representatives.)

The United States Government is bound by solemn agreement to sell the residue of Choctaw and Chickasaw tribal property and distribute the proceeds among the enrolled members of the tribes. Fulfillment of this

obligation has been, and is being, prevented by the representations of the alleged Mississippi Choctaws and by the proponents of legislation intended to be of assistance to the alleged Mississippi Choctaws.

It has been repeatedly shown that the Mississippi Choctaws have no legal, equitable, or moral right to share in the property of the Choctaw Nation.

CLAIMANTS FOR CITIZENSHIP OTHER THAN MISSISSIPPI CHOCTAWS.

It has been contended by attorneys and agents representing claimants for enrollment as citizens of the Choctaw and Chickasaw Nations that there was a period immediately before the closing of the rolls on March 4, 1907, during which action on all pending cases was rushed, and that the applicants were not given the benefit of a cautious consideration of their cases.

This contention is very misleading, because it is a fact that the cases which were considered during the so-called "rush period" had been considered before—some of them had been considered and determined a number of times, and were pending on motion to review, or on appeal from the order denying a motion to review. Very few, if any of them, were pending on a direct appeal from the original decision of the Commission to the Five Civilized Tribes, and none of them were pending for a consideration on the merits of the cases—the merits having theretofore been passed upon by the Commission to the Five Civilized Tribes.

All of these matters have been under consideration almost continuously since the closing of the rolls March 4, 1907. At one time the agitation for the reopening of the rolls of the Five Civilized Tribes became so great that the matter was brought to the attention of the President of the United States, and after having fully considered the matter, President Taft wrote the following letter to Richard C. Adams, an attorney at law, of Washington, D. C.:

THE WHITE HOUSE,

Washington, April 20, 1910.

MY DEAR SIR: I am in receipt of your letter which you visited my office with Mr. Creager, of Oklahoma, to hand me. Your letter deals with the question of

claims of Indians against the Government. Of course I am in favor of facilitating the hearing of those claims as much as possible; and as to the second, I am opposed to the reopening of the Indian citizenship rolls. It seems to me it would be like opening a Pandora's box. Exceptional cases that present great equities might be considered by special legislation.

In conclusion, I can only say that no one is more anxious than I am to close out these Indian disputes and put Indians on the basis of other citizens, in so far as it is possible to do so without exposing those who are uneducated and unable to look after their own interests to the fraudulent manipulation of unprincipled persons.

Sincerely, yours,

WM. H. TAFT.

MR. RICHARD C. ADAMS,

Bond Building, Washington, D. C.

(See H. R. Rept. No. 2273, 61st Cong., 3d sess.)

It will be noted that the President was opposed to the reopening of the rolls, but said "exceptional cases that present great equities might be considered by special legislation."

On February 12, 1910, Hon. R. A. Ballinger, then Secretary of the Interior, addressed a letter to Hon. Moses E. CLAPP, chairman of the Committee on Indian Affairs of the United States Senate, in which he made the following recommendation:

"In conclusion, I am constrained to believe, and therefore recommend, that the rolls be not opened up, but that proper legal authority be given the Secretary of the Interior to place upon the rolls those Indians (about 52 in number) whose applications were approved by the Commissioner to the Five Civilized Tribes and were transmitted to Washington before the 4th of March, 1907, but did not reach the department until after the rolls were closed; and, furthermore, that proper authority be given the Secretary of the Interior to examine and place upon the rolls the minor orphan children, incompetents, and Indians in incarceration whose claims were not presented in due time for adjudication. I am informed that this class numbers about 200. No one seems to have taken the responsibility of presenting the claims of this class for

consideration. They could not look after their own interests." (See S. Doc. No. 1139, 62d Cong., 3d sess.)

The Secretary in this letter recommends against the reopening of the rolls, but favors special legislation for the relief of 52 persons, whose names were omitted from the rolls through inadvertence, and recommends that authority be given for the examination of the cases of certain other persons, not to exceed 200 in all.

Both President Taft and Secretary Ballinger, after having fully considered the question that is now under consideration, both decided against the reopening of the rolls. They considered, however, that there were a few exceptional cases wherein the applicants had strong equities and were in justice entitled to some relief.

Two investigations were made by the Interior Department to ascertain the names of all persons who were legally or equitably entitled to enrollment as citizens of the Five Civilized Tribes and whose names were not upon the finally approved rolls.

With the consent and upon the advice of the attorneys for the tribes, Hon. ROBERT L. OWEN, a Member of the United States Senate from Oklahoma, addressed a letter to the Secretary of the Interior asking that he be furnished with the names of persons who, upon investigation, had been found apparently equitably entitled to enrollment.

On April 24, 1914, Senator OWEN received the following letter from Hon. A. A. Jones, First Assistant Secretary of the Interior:

DEPARTMENT OF THE INTERIOR,

Washington, April 24, 1914.

MY DEAR SENATOR: In response to your request of April 22, I am inclosing herewith a list of the names of persons who, upon the investigation heretofore made, have been found apparently equitably entitled to enrollment on the rolls of the various tribes composing the Five Civilized Tribes, of Oklahoma. The data as to each of these names have heretofore been submitted to the Committee on Indian Affairs of the Senate, and may be found in Senate Document No. 1139, Sixty-second Congress, third session.

This list contains the names of all those whom the department has found equitably entitled to enrollment, omit-

ting, as suggested, the names of newborn Choctaw freedmen.

Very truly, yours,

A. A. JONES,
First Assistant Secretary.

Hon. ROBERT L. OWEN,
United States Senate.

The list transmitted to Senator OWEN with the above letter contained the names of 318 persons. The Indian appropriation bill which became a law August 1, 1914 (38 Stat. L., 582), carried a provision authorizing the enrollment in the respective tribes of the persons whose names appear upon said list. All of said persons have since been enrolled and have received their distributive share of the property of the tribe to which they belong.

The letter of Secretary Jones, and the list, are set forth in full in Senate Document No. 478, Sixty-third Congress, third session.

Inasmuch as it has been repeatedly shown that the so-called Mississippi Choctaws have no right to enrollment, and inasmuch as all those residing in the Choctaw and Chickasaw Nations who appear to have been equitably entitled to enrollment have been enrolled, the members of the Choctaw and Chickasaw Tribes can not understand why the Government of the United States does not comply with the terms of its agreement made with them in 1902.

There appears to be no just reason why the residue of tribal property should not be sold and the proceeds arising from such sale distributed per capita among the enrolled members of the tribes in compliance with the terms of the treaty of 1902.

A considerable amount of tribal property has been sold and the money is now on deposit. There have been partial crop failures in Oklahoma for the past four years—in some sections the failure was almost complete. There are many Choctaws and Chickasaws who have been, and are now, in destitute circumstances and are in dire need of the money that belong to them. The United States Government should at once pay them the money that is now on deposit to their credit.

For this reason we respectfully request the enactment of the provision now carried in the Indian appropriation

bill, authorizing a distribution of all funds now to the credit of the Choctaw and Chickasaw Nations, as shown by memorandum of the Commissioner of Indian Affairs transmitted to the Committee on Indian Affairs of the House of Representatives on December 15, 1915. Said memorandum is in full as follows:

"The books of the Indian Office show that on December 15, 1915, there was in the Treasury of the United States to the credit of the Choctaw Nation, Okla., the sum of \$3,360,620.11, and in banks in Oklahoma to the credit of said nation the sum of \$4,071,733.13, the total Choctaw tribal fund being \$7,432,353.24. The books of the Indian Office further show that on said date there was in the Treasury of the United States to the credit of the Chickasaw Nation, Okla., the sum of \$778,471.51, and in banks in Oklahoma to the credit of said Chickasaw Nation the sum of \$1,143,638.97, the total Chickasaw tribal fund being \$1,922,110.48, the aggregate fund of the Choctaw and Chickasaw Nations being \$9,354,463.72. The deferred payments on the Choctaw and Chickasaw tribal lands heretofore sold approximate \$6,000,000 and the estimated value of the unsold land and other property of said nations approximates \$16,149,491.23. Thus the total funds and other property of the Choctaw and Chickasaw Nations approximates \$31,503,954.95.

"Twenty thousand seven hundred and ninety-nine enrolled citizens of the Choctaw Nation are entitled to share in any per capita distribution of the funds of said nation, and 6,304 enrolled citizens of the Chickasaw Nation are entitled to share in any per capita distribution of the tribal funds of that nation.

"For the purpose of further carrying out the Atoka agreement with the Choctaw and Chickasaw Tribes (see act of Congress of June 28, 1898, 30 Stat. L., 495, 512, 513) and the supplemental agreement with said Indian tribes adopted by the act of Congress of July 1, 1902 (32 Stat. L., 641-651), and in view of the general needy conditions existing in said nations it is recommended that an appropriation be made out of the Choctaw tribal funds for a per capita payment to the enrolled members of the Choctaw Tribe or to the heirs of deceased enrolled members, and out of the Choctaw tribal funds for a per capita payment to the enrolled members of the Chickasaw Tribe or to the heirs of deceased enrolled members of

said tribe, and that it be provided that such payments shall be made under rules and regulations to be prescribed by the Secretary of the Interior, and that in cases where the enrolled members of the Choctaw and Chickasaw Nations or their heirs are Indians who by reason of their degree of Indian blood belong to the restricted class, the Secretary of the Interior may, in his discretion, withhold such payments and use the same for the benefit of such restricted Indians.

“Inasmuch as a \$100 per capita payment was made to the enrolled members of the Chickasaw Nation under the act of August 1, 1914, at which time no payment was made to the enrolled members of the Choctaw Nation, it is therefore recommended that the enrolled members of the Choctaw Nation should be paid \$100 per capita more than the amount provided for the enrolled members of the Chickasaw Nation. These payments would be made from the tribal funds belonging to the Choctaw and Chickasaw Nations and would not be a tax on the Federal Treasury.”

P. J. HURLEY,
National Attorney for the Choctaw Nation.

WASHINGTON, D. C., February 3, 1915.

HON. HENRY F. ASHURST,
United States Senate, Washington, D. C.

MY DEAR SENATOR: The Indian appropriation bill, which is now being considered by the Committee on Indian Affairs of the Senate, contains a provision authorizing a per capita payment of \$200 to the enrolled members of the Choctaw Nation and a payment of \$100 to the enrolled members of the Chickasaw Nation.

Every member of the Choctaw and Chickasaw Tribes is the owner of an equal undivided interest in the tribal property of both tribes. The Chickasaws received a per capita payment of \$100 last year. The Choctaws received no payment. The provision now carried in the bill, if enacted, will equalize the amount received from tribal funds by the Choctaws and Chickasaws.

I am advised that an effort will be made by those who espouse the claim of the so-called Mississippi Choctaws to prevent the enactment of the provision referred to and that an attempt will be made to reopen the rolls of the

Choctaw and Chickasaw Nations for the enrollment of the alleged Mississippi Choctaws.

I call your attention to the fact that on March 10, 1899, the Dawes Commission reported that there were extremely few, if any, Indians in Mississippi who could prove a right to enrollment as citizens of the Choctaw and Chickasaw Nations. At that time there was much agitation for the enrollment of the so-called Mississippi Choctaws, and in the agreement approved July 1, 1902 (32 Stat. L., 641), between the Choctaw and Chickasaw Nations and the United States a compromise was reached on the Mississippi Choctaw claims.

The Choctaws and Chickasaws agreed to enroll, as a gratuity, all full-blood Choctaw Indians who then resided in Mississippi if they would remove to the Choctaw or Chickasaw Nations.

Under this agreement 1,634 Mississippi Choctaws were enrolled and received allotments in the Choctaw and Chickasaw Nations. With a few exceptions the entire 1,634 were enrolled under the full-blood rule of evidence and were not required to prove a right to enrollment. The approximate value of the property received by these 1,634 persons is \$15,000,000. This is the price paid by the Choctaw and Chickasaw Nations for a settlement of the Mississippi Choctaw claim in 1902.

In consideration for this concession on the part of the Choctaws and Chickasaws, the Government agreed to close the rolls, to sell the residue of tribal property, and distribute the proceeds per capita among the enrolled members of the tribes. The United States Government has not performed its part of the agreement.

The agreement of 1902, above referred to, contained the following provision:

"No person whose name does not appear upon the rolls prepared as herein provided shall be entitled in any manner to participate in the distribution of the common property of the Choctaw and Chickasaw Tribes, and those whose names appear therein shall participate in the manner set forth in this agreement."

The act of April 26, 1906, declared the rolls of the Choctaw and Chickasaw Nations closed in the following language:

"*Provided*, That the rolls of the tribes (Choctaw and Chickasaw) affected by this act shall be fully completed

on or before the 4th day of March, 1907, and the Secretary of the Interior shall have no jurisdiction to approve the enrollment of any person after that date."

The rolls of the Choctaw and Chickasaw Nations are therefore closed, and have been closed since the 4th day of March, 1907.

The claim which is now being presented by the proponents of the legislation for the enrollment of Mississippi Choctaws has heretofore been fully considered and decided adversely to the so-called Mississippi Choctaws by the following tribunals and officials:

1. 1897: The Federal courts of Indian Territory. (*Jack Amos v. Choctaw and Chickasaw Nations*. Jurisdiction affirmed by Supreme Court, *Stephens v. Cherokee Nation*, 174 U. S., 445.)

2. 1898: The Dawes Commission to the Five Civilized Tribes. (See reports Jan. 28, 1898, and Mar. 10, 1899.)

3. 1902: The Choctaw and Chickasaw people, and the United States Government in the preparation of the supplemental agreement of July 1, 1902 (32 Stat. L., 641).

4. 1906: The Congress of the United States, which by the act of April 26, 1906, finally directed the closing of the rolls March 4, 1907.

5. 1912: Hon. Samuel Adams, First Assistant Secretary of the Interior. (See report of July 2, 1912.)

6. 1915: A subcommittee of the Committee on Indian Affairs of the House of Representatives. (Copy of report attached.)

7. 1915: Hon. Franklin K. Lane, Secretary of the Interior. (Copy of report dated Jan. 8, 1915, attached.)

The United States Government is bound by solemn agreement to sell the residue of Choctaw and Chickasaw tribal property and distribute the proceeds among the enrolled members of the tribes. Fulfillment of this obligation has been and is being prevented by the representatives of the alleged Mississippi Choctaws and by the proponents of legislation intended to be of assistance to the alleged Mississippi Choctaws.

It has been repeatedly shown that the Mississippi Choctaws have no legal, equitable, or moral right to share in the property of the Choctaw Nation.

A considerable amount of tribal property has been sold and the money is now on deposit. There have been partial crop failures in Oklahoma for the past four years—

in some sections the failure was almost complete. There are many Choctaws and Chickasaws who have been, and are now, in destitute circumstances and are in dire need of the money that belongs to them. The United States Government should at once pay them this money in compliance with the terms of the agreement of 1902.

In view of these circumstances we respectfully solicit your assistance in preventing the reopening of the rolls of the Choctaw and Chickasaw Nations and in securing the enactment of a law authorizing a per capita payment.

Yours, respectfully,

P. J. HURLEY,
National Attorney, Choctaw Nation.

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REPORT OF THE SECRETARY OF THE INTERIOR ON THE HARRISON BILL (H. R. 12586).

THE SECRETARY OF THE INTERIOR,
Washington, January 8, 1915.

MY DEAR MR. STEPHENS: I have the honor to refer herein to a communication of August 12, 1914, from Hon. C. D. CARTER, then acting chairman of the Committee on Indian Affairs of the House of Representatives, with which was inclosed a copy of H. R. 12586, entitled "A bill to reopen the rolls of the Choctaw-Chickasaw Tribes and to provide for the awarding of the rights secured to certain persons by the fourteenth article of the treaty of Dancing Rabbit Creek, of date September 27, 1830." He also referred to H. R. 4536 and requested that I consider the two bills together and make a report thereon.

Upon examination of H. R. 4536, I find that said bill is identical with H. R. 19213, introduced by Mr. HARRISON of Mississippi in the Sixty-second Congress, second session, upon which last-mentioned bill the department submitted to your committee a report dated July 2, 1912. H. R. 12586, introduced in the present Congress by Mr. HARRISON, is a similar bill to the above-mentioned bills, except that in said H. R. 12586 an additional paragraph is included in section 2 to provide for the enrollment of all persons who were identified as Mississippi Choctaws by the Dawes Commission in its report of March 10, 1899, commonly known as the McKennon roll, and of all per-

sons identified as Mississippi Choctaws by the Dawes Commission from March 10, 1899, to March 4, 1907, whose identification was approved by the Secretary of the Interior but whose names did not appear on the final citizenship rolls of the Choctaw and Chickasaw Nations.

The claims of Mississippi Choctaw Indians to recognition as citizens of the Choctaw Nation of Oklahoma and to share in the property of said nation are based upon article 14 of the treaty of September 27, 1830. (7 Stat. L., 335.) Pursuant to the terms of the treaty, a large number of Choctaws were transferred from Mississippi to the country west, later known as Indian Territory. These Choctaws who so removed and their descendants now constitute the main body of what is known as the Choctaw Nation. There were, however, a considerable number of Choctaws who remained behind in Mississippi, some of them under the provisions of article 14 above mentioned.

Said article 14 provided that the person who claimed thereunder should not lose the privilege of a Choctaw citizen, but if they ever removed were not to be entitled to any part of the Choctaw annuity. The Indians who remained behind under the provisions of said article 14 received either land in Mississippi or scrip, which gave the applicants the right to enter upon public lands in certain Southern States. A part of said scrip, however, was later commuted by a money payment. Some of the fourteenth-article claimants later made their way west and joined the main body of the tribe in the Indian Territory. The Choctaw Council by various acts recognized the right of said absentee Mississippi Choctaws to remove to the nation, and actually invited them to do so.

Under the provisions of the Atoka agreement with the Choctaw and Chickasaw Tribes contained in the act of Congress of June 28, 1898 (30 Stat. L., 495), the supplemental agreement contained in the act of July 1, 1902 (32 Stat. L., 511), and later acts of Congress for the purpose of carrying out the provisions of said agreements, the claims of individual Mississippi Choctaw Indians to be identified and to be enrolled as entitled to share in the property of the Choctaw Nation were fully considered by the Commission to the Five Civilized Tribes and by the department after full hearing, at which the claimants had ample opportunity to present all the evidence which they

could procure in support of their claims. Very few claimants were able to prove descent from an ancestor who received or applied for benefits under the provisions of article 14 of the treaty of 1830.

The history of the Dawes Commission enrollment work relative to Mississippi Choctaw claimants is very fully set out in a communication of April 14, 1914, from William O. Beall, at one time secretary of the Commission to the Five Civilized Tribes. A copy thereof is inclosed for your information.

For your further information as to the history of the Mississippi Choctaw claims and of the department action in the preparation of the final rolls there is inclosed a copy of department letter of July 2, 1912, to the chairman of the Committee on Indian Affairs of the House of Representatives.

Judge William H. H. Clayton in his decision in the case of Jack Amos *v.* The Choctaw Nation, a copy of which may be found in the appendix of the annual report of the Commission to the Five Civilized Tribes for the fiscal year ended June 30, 1901, said that no treaty or acts of the Choctaw Council or of any officer of the Choctaw Council since the treaty of 1830 could be cited, or at least he had not found them, whereby any right or privilege had been conferred, granted, or recognized in or to a Mississippi Choctaw so long as he remained away from his people, and that no right was recognized or conferred upon such absent Indian except upon the condition that he should remove to the nation, and the right was not to be consummated or enjoyed until actual removal.

Mississippi Choctaw Indians who, while the opportunity was theirs under the privileges accorded them, refused to emigrate with the tribe to the new country west, and who never shared in the burdens and hardships of the pioneer life incident to the establishment of the new tribal government west of the Mississippi, have at this late date (now that the tribal property of the Choctaw Nation made valuable by the emigrants is being divided per capita among the enrolled recognized citizens of the nation) no equitable right to share in said property.

With respect to the persons who were identified by the Dawes Commission as Mississippi Choctaws under the provisions of the act of Congress of June 28, 1898 (30 Stat. L., 495), but who failed to remove and make

settlement in the Choctaw-Chickasaw country, as required by the act of Congress of July 1, 1902 (32 Stat. L., 641, secs. 41, 42, 43, and 44), it may be said that, irrespective of their unfortunate condition of poverty and ignorance there is no ground, legal or equitable, for holding the Choctaw and Chickasaw Nations responsible for the failure of said identified persons to comply with the law as to removal and settlement. No obligation rested upon the United States to provide means for the removal of such Indians.

Referring to the class of claimants whose names were contained in an identification roll submitted by the Commission to the Five Civilized Tribes on March 10, 1899, but never approved by the Secretary of the Interior, your attention is invited to the fact that the commission soon recognized the inaccuracy and incompleteness of that roll and requested the department to disregard it and to return the same to the commission. In order that there might be no doubt as to the standing of said roll, it was disapproved by the department in March 1, 1907. The larger part of the persons whose names were contained on that disapproved roll were afterwards placed on the approved identification rolls, and those who complied with the law as to removal and settlement were enrolled on the final rolls of Mississippi Choctaw Indians.

In the investigation and examination of Mississippi Choctaw claims made in 1900 and the years following by the Commission to the Five Civilized Tribes every effort that was possible to be made was made by said commission to reach all persons who had any equitable claim to recognition as Mississippi Choctaws, and especially to find those who were full-blood Choctaw Indians.

H. R. 4536 and 12586 in effect provide, so far as the Mississippi Choctaw claimants are concerned, a general reopening of the rolls of the Choctaw Nation, necessitating a review of all the cases which had been adversely decided by the United States courts, the Department of the Interior, and the Choctaw and Chickasaw citizenship court, as well as the consideration of claims not heretofore presented or considered, and empower the Secretary of the Interior to determine the rights of the claimants upon such evidence as may be produced by the applicants, without regard to any adverse judgment or decision heretofore rendered by any court or commission

to the Five Civilized Tribes or the Department of the Interior, and without regard to any condition or disability heretofore imposed by any act of Congress.

The records of the department show the Mississippi Choctaw claimants have been to an unusual extent the victims of numerous extortionate contracts, and the correspondence in many cases indicates that contracts were obtained through misrepresentations as to the facts, and in some cases that such contracts were obtained from claimants who believe that the persons obtaining the contracts were Government agents. Your attention is invited to the report of Inspector McLaughlin, of this department, which report appears in print in the Congressional Record of July 10, 1914, commencing on page 13022.

Referring to section 9 of said bills, I am of the opinion that, in view of the large amount of tribal property yet to be disposed of and of other matters affecting the tribes, it would be advisable to abolish the tribal organization of the Choctaw and Chickasaw Nations at the present time.

In view of the facts as presented to me, I am of the opinion that no legislation should be enacted for the reopening of the rolls of the Choctaw Nation for the benefit of the Mississippi Choctaw claimants.

Very truly, yours,

FRANKLIN K. LANE.

Hon. JOHN H. STEPHENS,

*Chairman Committee on Indian Affairs,
House of Representatives.*

REPORT ON H. R. 12586.

JANUARY 2, 1915.

Hon. JOHN H. STEPHENS,

*Chairman House Committee on Indian Affairs,
Washington, D. C.*

SIR: Your subcommittee appointed to investigate and report on H. R. 12586 begs leave to submit the following observations:

A careful and painstaking investigation of all treaties, laws, and other records bearing on this claim, including

hearings lasting from April 1, 1914, until August 27, 1914, was gone into by your committee.

H. R. 12586 directs:

1. The Secretary of the Interior to enroll certain Mississippi Choctaws upon the rolls of the Choctaw Nation in Oklahoma, with a full participation in their tribal estate.

2. To reopen the Choctaw rolls for the adjudication of 20,000 or more alleged claimants.

There are some Choctaws still remaining in Mississippi who have persistently refused and successfully resisted all efforts of the Federal Government and the Choctaw Nation to have them move west and affiliate with the tribe.

The testimony before the subcommittee discloses many thousands of persons of doubtful descent, African and other, living in Mississippi and surrounding States, who have attempted to assert claims as Choctaw Indians.

Such Indians of real Choctaw blood as still reside in Mississippi appear to take little interest in the claims asserted by their alleged attorneys. On the other hand, those claiming remote Indian blood and of doubtful descent have manifested much interest in being enrolled and sharing in a division of the Choctaw funds in Oklahoma.

The contention of these latter seems to have been inspired and augmented by certain attorneys who have sent agents among these people advising them that they were Indians and taking contracts for their enrollment for a contingent fee of from 30 to 40 per cent of recovery, and in many instances a small cash retainer in addition.

According to statements and admissions of these attorneys and their agents, two firms alone, those of Cantwell & Crews, of St. Louis, Mo., and Ballinger & Lee, of Washington City, D. C., and Ardmore, Okla., hold contracts with 15,596 individuals carrying provisions for fees aggregating \$10,882,815.

The testimony further shows that a syndicate for the purpose of securing the enrollment of Mississippi Choctaws and a participation in the tribal estate of the western Choctaws has been formed under the name "the Texas-Oklahoma Investment Co.," capitalized at \$100,000, \$25,000 of which has been paid in and used. The di-

rectors of this corporation are S. L. Hurlbut, of El Campo, Tex.; H. Masterson and W. A. Smith, of Houston, Tex.; and T. B. Crews and H. J. Cantwell, of St. Louis, Mo.

This claim of the Mississippi Choctaw attorneys for enrollment of their clients and participation in the Choctaw Nation's estate is by no means a new contention. The claim was, under direction of law, fully adjudicated by the Commission to the Five Civilized Tribes (H. Doc. No. 274, 55th Cong., 2d sess.) and afterwards by the Federal court, to which appeal was taken (*Jack Amos et al. v. The Choctaw Nation*, Decisions of United States Courts in Indian Territory, 465), both decisions being adverse to the Mississippi Choctaw contention for enrollment.

In rejecting the claim of nonresident Mississippi Choctaws the Commission to the Five Civilized Tribes said in part:

"This historical review of the acquisition of this territory by the Choctaw Nation and its subsequent legal relations to it makes it clear in the opinion of this commission that the Mississippi Choctaws are not under their treaties entitled to all rights of Choctaw citizenship except an interest in the Choctaw annuities and still continue their residence and citizenship in Mississippi." (H. Doc. No. 274, 55th Cong., 2d sess.)

In affirming the decision the United States District Court for the Central District of Indian Territory closed its decision with the following paragraph:

"To permit men with, perchance, but a strain of Choctaw blood in their veins, who, 65 years ago, broke away from their kindred and their nation, and during that time, or the most of it, have been exercising the rights of citizenship and doing homage to the sovereignty of another nation and have become strangers to the people, to reach forth their hands from their distant and alien homes and lay hold on a part of the public domain, the common property of the people, and appropriate to their own use, would be unjust and inequitable. It is, therefore, the opinion of the court that the absent Mississippi Choctaws are not entitled to be enrolled as citizens of the Choctaw Nation. The action of the Dawes Commission is therefore affirmed, and a decree will be entered for the Choctaw Nation." (*Jack Amos et al. v. The Choctaw Nation*.)

taw Nation, Decisions of United States Courts in Indian Territory, 465.)

An appeal was taken from these decisions by the attorneys for the Mississippi Choctaws to the Supreme Court of the United States and the Jack Amos case was dismissed upon motion of the attorneys for the Mississippi Choctaws (190 U. S., 873).

Several years subsequent to the date of these decisions excluding the Mississippi Choctaws from enrollment this matter was again taken up and readjusted by the legally constituted authorities of the Federal Government and the Choctaw and Chickasaw Nations in Oklahoma, by which agreement the Mississippi Choctaws were given additional time for identification and establishment of bona fide residence in the Choctaw Nation in Indian Territory. (Supplemental agreement, "An act to ratify and affirm the agreement with the Choctaw and Chickasaw Tribes of Indians," etc., approved July 1, 1902.)

The Choctaw Nation in Oklahoma has dealt justly and liberally with the Mississippi Choctaws, always granting them full citizenship in their nation, with all emoluments thereto, whenever they would agree to affiliate with the tribe, and the Choctaw Nation in Oklahoma is under no legal, equitable, or moral obligation to enroll the Mississippi Choctaws as citizens of the tribe in the West at this time.

By the agreements negotiated between the Federal Government and the Choctaw Nation, all native western Choctaws were required to be on the reservation by June 28, 1898, or stand debarred from enrollment and participation in the tribal estate forever thereafter, and this rule has been strictly adhered to.

The time for establishment of residence on the reservation was extended to the Mississippi Choctaw claimants until July 1, 1903, giving the Mississippi Choctaws five years to move on the reservation after the time for establishment of such residence had been closed to the native Choctaws.

After 11 years were consumed by the Commission to the Five Civilized Tribes in making up the rolls of the Choctaw and Chickasaw Nations such rolls were affirmatively closed by action of Congress on March 4, 1907.

The rolls of the Choctaw Nation were held open to the Mississippi Choctaws from 1830 until March 4, 1907, giv-

ing the Mississippi Choctaws 77 years in which to complete enrollment with full benefits of citizenship.

The Federal Government as such is neither legally nor equitably obligated to enroll Mississippi Choctaws with the Choctaws west, and is under only such moral obligation to the Mississippi Choctaws as is due to dependent North American Indians who were originally occupants and owners of the soil and who have been deprived of their patrimony by white settlers.

The passage of H. R. 12586 would completely upset and undo 11 years of careful, painstaking work of the Interior Department in settling the affairs of the Five Civilized Tribes, turn the wheels of progress backwards for more than 20 years, and, as has been said by President Taft, "open up a Pandora's box of troubles, which the life of the present generation might not see closed."

The passage of H. R. 12586 would doubtless result in stupendous claims of millions of dollars against the Federal Government on the part of the Oklahoma Choctaws, because of a division of their funds among persons whom the Federal commissions and Federal courts have decided were not entitled thereto.

Its passage would lend encouragement to grafting attorneys with contracts for enormous attorneys' fees, running into millions of dollars, and hold out inducement for procuring additional contracts from spurious claimants.

Your subcommittee therefore recommends that the Harrison bill (H. R. 12586) be not favorably reported by the House Committee on Indian Affairs.

Respectfully submitted.

C. D. CARTER, *Chairman.*

J. D. POST.

ROBT. P. HILL.

P. P. CAMPBELL.

Part Fourteen

[PUBLIC—No. 80—64TH CONGRESS.]

[H. R. 10385.]

An Act Making appropriations for the current and contingent expenses of the Bureau of Indian Affairs, for fulfilling treaty stipulations with various Indian tribes, and for other purposes, for the fiscal year ending June thirtieth, nineteen hundred and seventeen.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the following sums be, and they are hereby, appropriated, out of any money in the Treasury not otherwise appropriated, for the purpose of paying the current and contingent expenses of the Bureau of Indian Affairs, for fulfilling treaty stipulations with various Indian tribes, and in full compensation for all offices and salaries which are provided for herein for the service of the fiscal year ending June thirtieth, nineteen hundred and seventeen, namely:

For the survey, resurvey, classification, and allotment of lands in severalty under the provisions of the Act of February eighth, eighteen hundred and eighty-seven (Twenty-fourth Statutes at Large, page three hundred and eighty-eight), entitled "An Act to provide for the allotment of lands in severalty to Indians," and under any other Act or Acts providing for the survey or allotment of Indian lands, \$100,000, to be repaid proportionally out of any Indian moneys held in trust or otherwise by the United States and available by law for such reimbursable purposes and to remain available until expended: *Provided*, That no part of said sum shall be used for the survey, resurvey, classification, or allotment of any land in severalty on the public domain to any Indian, whether of the Navajo or other tribes, within the State of New Mexico and the State of Arizona, who was not residing upon the public domain prior to June thirtieth, nineteen hundred and fourteen.

For the construction, repair, and maintenance of ditches, reservoirs, and dams, purchase and use of irrigation tools and appliances, water rights, ditches, lands necessary for canals, pipe lines, and reservoirs for Indian reservations and allotments and for drainage and protection of irrigable lands from damage by floods, or loss of water rights, including expenses of necessary surveys and investigations to determine the feasibility and estimated cost of new projects and power and reservoir sites on Indian reservations in accordance with the provisions of section thirteen of the Act of June twenty-fifth, nineteen hundred and ten, \$235,000, reimbursable as provided in the Act of August first, nineteen hundred and fourteen, and to remain available until expended: *Provided*, That no part of this appropriation shall be expended on any irrigation system or reclamation project for which specific appropriation is made in this Act or for which public funds are or may be available under any other Act of Congress; for pay of one chief inspector of irrigation, who shall be a skilled irrigation engineer, \$4,000; one assistant inspector of irrigation who shall be a skilled irrigation engineer, \$2,500; for traveling and incidental expenses of two inspectors of irrigation, including sleeping-

car fare and a per diem of \$3 in lieu of subsistence when actually employed on duty in the field and away from designated headquarters, \$3,200; in all, \$244,700: *Provided also*, That not to exceed seven superintendents of irrigation, six of whom shall be skilled irrigation engineers and one competent to pass upon water rights, and one field-cost accountant, may be employed.

For the suppression of the traffic in intoxicating liquors among Indians, \$150,000. The provisions of sections twenty-one hundred and forty and twenty-one hundred and forty-one of the Revised Statutes of the United States shall also apply to beer and other intoxicating liquors named in the Act of January thirtieth, eighteen hundred and ninety-seven (Twenty-ninth Statutes at Large, page five hundred and six), and the possession by a person of intoxicating liquors in the country where the introduction is prohibited by treaty or Federal statute shall be *prima facie* evidence of unlawful introduction.

For the relief and care of destitute Indians not otherwise provided for, and for the prevention and treatment of tuberculosis, trachoma, smallpox, and other contagious and infectious diseases, including transportation of patients to and from hospitals and sanatoria, \$350,000: *Provided*, That not to exceed \$90,000 of said amount may be expended in the construction and equipment of new hospitals at a unit cost of not exceeding \$15,000: *Provided further*, That this appropriation may be used also for general medical and surgical treatment of Indians, including the maintenance and operation of general hospitals, where no other funds are applicable or available for that purpose: *And provided further*, That the proviso in the Act of August first, nineteen hundred and fourteen (Thirty-eighth Statutes at Large, page five hundred and eighty-four), which limits the cost of erection and equipment of hospitals authorized therein to \$15,000 each, is hereby amended so as to approve the expenditure of additional sums for the purposes named not exceeding \$2,500 in any one case: *Provided*, That the total expenditures for erection and equipment of said hospitals shall not exceed \$100,000, the aggregate amount authorized for that purpose by the Act in question: *And provided further*, That out of the appropriation of \$350,000 herein authorized, there shall be available for the maintenance of the sanatoria and hospitals hereinafter named, and for incidental and all other expenses for their proper conduct and management, including pay of employees, repairs, equipment, and improvements, not to exceed the following amounts: Blackfeet hospital, Montana, \$10,000; Carson hospital, Nevada, \$10,000; Cheyenne and Arapahoe hospital, Oklahoma, \$10,000; Choctaw and Chickasaw hospital, Oklahoma, \$20,000, \$5,000 of which shall be immediately available; Fort Lapwai sanatorium, Idaho, \$40,000; Laguna sanatorium, New Mexico, \$17,000; Mescalero hospital, New Mexico, \$10,000; Navajo sanatorium, New Mexico, \$10,000; Pima hospital, Arizona, \$10,000; Phoenix sanatorium, Arizona, \$40,000; Spokane hospital, Washington, \$10,000; Sac and Fox sanatorium, Iowa, \$25,000; Turtle Mountain hospital, North Dakota, \$10,000; Winnebago hospital, Nebraska, \$15,000; Crow Creek hospital, South Dakota, \$8,000; Hoopa Valley hospital, California, \$8,000; Jicarilla hospital, New Mexico, \$8,000; Truxton Canyon camp hospital, Arizona, \$8,000; Indian Oasis hospital, Arizona, \$8,000.

For support of Indian day and industrial schools not otherwise provided for, for other educational and industrial purposes in connection therewith, \$1,550,000: *Provided*, That not to exceed \$40,000 of this amount may be used for the support and education of deaf and dumb or blind Indian children: *Provided further*, That not more than \$200,000 of the amount herein appropriated may be expended for the tuition of Indian children enrolled in the public schools: *Provided further*, That no part of this appropriation, or any other appropriation provided for herein, except appropriations made pursuant to treaties, shall be used to educate children of less than one-fourth Indian blood whose parents are citizens of the United States and of the State wherein they live and where there are adequate free school facilities provided and the facilities of the Indian schools are needed for pupils of more than one-fourth Indian blood: *And provided further*, That no part of this appropriation shall be used for the support of Indian day and industrial schools where specific appropriation is made.

For construction, lease, purchase, repair, and improvement of school and agency buildings, including the installation, repair, and improvement of heating, lighting, power, and water systems in connection therewith, \$400,000: *Provided*, That the Secretary of the Interior is authorized to allow employees in the Indian Service, who are furnished quarters, necessary heat and light for such quarters without charge, such heat and light to be paid for out of the fund chargeable with the cost of heating and lighting other buildings at the same place: *Provided further*, That the amount so expended for agency purposes shall not be included in the maximum amounts for compensation of employees prescribed by section one, act of August twenty-fourth, nineteen hundred and twelve: *Provided*, That of this amount there may be expended for construction of a sewer system and purchase of necessary easements therefor, for the Pala Indian Reservation, California, \$4,000.

For collection and transportation of pupils to and from Indian and public schools, and for placing school pupils, with the consent of their parents, under the care and control of white families qualified to give them moral, industrial, and educational training, \$72,000: *Provided*, That not exceeding \$5,000 of this sum may be used for obtaining remunerative employment for Indian youths and, when necessary, for payment of transportation and other expenses to their places of employment. The provisions of this section shall also apply to native Indian pupils of school age under twenty-one years of age brought from Alaska.

For the purposes of preserving living and growing timber on Indian reservations and allotments, and to educate Indians in the proper care of forests; for the employment of suitable persons as matrons to teach Indian women and girls housekeeping and other household duties, for necessary traveling expenses of such matrons; and for furnishing necessary equipments and supplies and renting quarters for them where necessary; for the conducting of experiments on Indian school or agency farms designed to test the possibilities of soil and climate in the cultivation of trees, grains, vegetables, cotton, and fruits, and for the employment of practical farmers and stockmen, in addition to the agency and school farmers now employed; for necessary traveling expenses of such farmers and stockmen and for furnishing necessary equipment and supplies for them; and for super-

intending and directing farming and stock raising among Indians, \$425,000: *Provided*, That the foregoing shall not, as to timber, apply to the Menominee Indian Reservation in Wisconsin: *Provided further*, That no money appropriated herein shall be expended on or after January first, nineteen hundred and seventeen, for the employment of any farmer or expert farmer at a salary of or in excess of \$50 per month, unless he shall first have procured and filed with the Commissioner of Indian Affairs a certificate of competency showing that he is a farmer of actual experience and qualified to instruct others in the art of practical agriculture, such certificate to be certified and issued to him by the president or dean of the State agricultural college of the State in which his services are to be rendered, or by the president or dean of the State agricultural college of an adjoining State: *Provided*, That this provision shall not apply to persons now employed in the Indian Service as farmer or expert farmer: *And provided further*, That this shall not apply to Indians employed or to be employed as assistant farmer: *And provided further*, That not to exceed \$25,000 of the amount herein appropriated may be used to conduct experiments on Indian school or agency farms to test the possibilities of soil and climate in the cultivation of trees, cotton, grains, vegetables, and fruits: *Provided, also*, That the amounts paid to matrons, foresters, farmers, and stockmen herein provided for shall not be included within the limitation on salaries and compensation of employees contained in the Act of August twenty-fourth, nineteen hundred and twelve.

For the purchase of goods and supplies for the Indian Service, including inspection, pay of necessary employees, and all other expenses connected therewith, including advertising, storage, and transportation of Indian goods and supplies, \$300,000: *Provided*, That no part of the sum hereby appropriated shall be used for the maintenance of or to exceed two permanent warehouses in the Indian Service: *Provided further*, That section thirty-seven hundred and nine, Revised Statutes, in so far as that section requires that advertisement be made, shall apply only to those purchases and contracts for supplies or services, except personal services, for the Indian field service which exceed in amount the sum of \$50 each, and section twenty-three of the Act of June twenty-fifth, nineteen hundred and ten (Thirty-sixth Statutes at Large, page eight hundred and sixty-one), is hereby amended accordingly.

For telegraph and telephone toll messages on business pertaining to the Indian Service sent and received by the Bureau of Indian Affairs at Washington, \$10,000.

For witness fees and other legal expenses incurred in suits instituted in behalf of or against Indians involving the question of title to lands allotted to them, or the right of possession of personal property held by them, and in hearings set by the United States local land officers to determine the rights of Indians to public lands, \$1,000: *Provided*, That no part of this appropriation shall be used in the payment of attorneys' fees.

For expenses of the Board of Indian Commissioners, \$10,000.

For pay of Indian police, including chiefs of police at not to exceed \$50 per month each and privates at not to exceed \$30 per month each, to be employed in maintaining order, for purchase of equipments and supplies and for rations for policemen at nonration agencies, \$200,000.

For pay of judges of Indian courts where tribal relations now exist, \$8,000.

For pay of special agents, at \$2,000 per annum; for traveling and incidental expenses of such special agents, including sleeping-car fare, and a per diem of not to exceed \$3 in lieu of subsistence, in the discretion of the Secretary of the Interior, when actually employed on duty in the field or ordered to the seat of government; for transportation and incidental expenses of officers and clerks of the Office of Indian Affairs when traveling on official duty; for pay of employees not otherwise provided for; and for other necessary expenses of the Indian Service for which no other appropriation is available, \$135,000.

For pay of six Indian Service inspectors, exclusive of one chief inspector, at salaries not to exceed \$2,500 per annum and actual traveling expenses, and \$3 per diem in lieu of subsistence when actually employed on duty in the field, \$30,000.

For the purpose of determining the heirs of deceased Indian allottees having any right, title, or interest in any trust or restricted property, under regulations prescribed by the Secretary of the Interior, \$100,000: *Provided*, That the Secretary of the Interior is hereby authorized to use not to exceed \$25,000 for the employment of additional clerks in the Indian Office in connection with the work of determining the heirs of deceased Indians, and examining their wills, out of the \$100,000 appropriated herein: *Provided further*, That the provisions of this paragraph shall not apply to the Osage Indians, nor to the Five Civilized Tribes of Indians in Oklahoma: *And provided further*, That hereafter upon a determination of the heirs to any trust or restricted Indian property of the value of \$250 or more, or to any allotment, or after approval by the Secretary of any will covering such trust or restricted property, there shall be paid by such heirs, or by the beneficiaries under such will, or from the estate of the decedent, or from the proceeds of sale of the allotment, or from any trust funds belonging to the estate of the decedent, the sum of \$15, which amount shall be accounted for and paid into the Treasury of the United States and a report shall be made annually to Congress by the Secretary of the Interior, on or before the first Monday of December, of all moneys collected and deposited, as herein provided: *Provided further*, That if the Secretary of the Interior shall find that any inherited trust allotment or allotments are capable of partition to the advantage of the heirs, he may cause such lands to be partitioned among them, regardless of their competency, patents in fee to be issued to the competent heirs for their shares and trust patents to be issued to the incompetent heirs for the lands respectively or jointly set apart to them, the trust period to terminate in accordance with the terms of the original patent or order of extension of the trust period set out in said patent.

For the purpose of encouraging industry and self-support among the Indians and to aid them in the culture of fruits, grains, and other crops, \$300,000, or so much thereof as may be necessary, to be immediately available, which sum may be used for the purchase of seed, animals, machinery, tools, implements, and other equipment necessary, in the discretion of the Secretary of the Interior, to enable

Indians to become self-supporting: *Provided*, That said sum shall be expended under conditions to be prescribed by the Secretary of the Interior for its repayment to the United States on or before June thirtieth, nineteen hundred and twenty-five: *Provided further*, That not to exceed \$50,000 of the amount herein appropriated shall be expended on any one reservation or for the benefit of any one tribe of Indians.

That not to exceed \$200,000 of applicable appropriations made herein for the Bureau of Indian Affairs shall be available for the maintenance, repair, and operation of motor-propelled and horse-drawn passenger-carrying vehicles for the use of superintendents, farmers, physicians, field matrons, allotting, irrigation, and other employees in the Indian field service: *Provided*, That not to exceed \$15,000 may be used in the purchase of horse-drawn passenger-carrying vehicles, and not to exceed \$30,000 for the purchase of motor-propelled passenger-carrying vehicles, and that such vehicles shall be used only for official service.

That so much of section four of the Act of May eleventh, eighteen hundred and eighty (Twenty-first Statutes at Large, page one hundred and thirty-two), as prohibits granting permission in writing or otherwise to any Indian or Indians on any Indian reservation to go into the State of Texas, under any pretext whatever, be, and the same is hereby, repealed.

That whenever it shall appear to the satisfaction of the Secretary of the Interior that the allotted lands of any Indian are arid but susceptible of irrigation and that the allottee, by reason of old age or other disability, can not personally occupy or improve his allotment or any portion thereof, such lands or such portion thereof, may be leased for a period not exceeding ten years, under such terms, rules, and regulations as may be prescribed by the Secretary of the of the Interior.

For payment to the heirs of Farmer John, an Indian, for land purchased by the Government for a boathouse site on Pelican Lake, Minnesota, \$20.

That the lands, buildings, fixtures, and all property rights granted to the State of Colorado for educational purposes by section five of the Act of Congress approved April fourth, nineteen hundred and ten (Thirty-sixth Statutes at Large, page two hundred and seventy-three), may, in lieu of the use designated in said grant, be utilized by said State for the care of the insane, as an agricultural experiment station, or for such other public purposes as may be authorized by the legislature of the State: *Provided*, That Indians shall always be admitted to such institutions free of charge and upon an equality with white persons.

That section two of the Act approved March second, nineteen hundred and seven (Thirty-fourth Statutes at Large, page twelve hundred and twenty-one), entitled "An Act providing for the allotment and distribution of Indian tribal funds," be, and the same is hereby, amended so as to read as follows:

"That the pro rata share of any Indian who is mentally or physically incapable of managing his or her own affairs may be withdrawn from the Treasury in the discretion of the Secretary of the Interior and expended for the benefit of such Indian under such rules, regulations, and conditions as the said Secretary may prescribe:" *Pro-*

vided, That said funds of any Indian shall not be withdrawn from the Treasury until needed by the Indian and upon his application and when approved by the Secretary of the Interior.

For reimbursing Indians for live stock which may be hereafter destroyed on account of being infected with dourine or other contagious diseases, and for expenses in connection with the work of eradicating and preventing such diseases, to be expended under such rules and regulations as the Secretary of the Interior may prescribe, \$100,000, said amount to be immediately available and to remain available until expended.

For the payment to Charles J. Kappler for the work of compiling, annotating, and indexing the third volume of Indian Laws and Treaties, the sum of \$2,000.

Section nine of the Act of March third, eighteen hundred and seventy-five (Eighteenth Statutes at Large, page four hundred and fifty), is hereby amended so as to read as follows:

"That hereafter all bidders under any advertisement published by the Commissioner of Indian Affairs for proposals for goods, supplies, transportation, and so forth, for and on account of the Indian Service, whenever the value of the goods, supplies, and so forth, to be furnished, or the transportation to be performed, shall exceed the sum of \$5,000, shall accompany their bids with a certified check, draft, or cashier's check, payable to the order of the Commissioner of Indian Affairs, upon some United States depository or some one of such solvent national banks as the Secretary of the Interior may designate, or by an acceptable bond in favor of the United States, which check, draft, or bond shall be for five per centum of the amount of the goods, supplies, transportation, and so forth, as aforesaid; and in case any such bidder, on being awarded a contract, shall fail to execute the same with good and sufficient sureties according to the terms on which such bid was made and accepted, such bidder, or the sureties on his bond, shall forfeit the amount so deposited or guaranteed to the United States, and the same shall forthwith be paid into the Treasury of the United States; but if such contract shall be duly executed, as aforesaid, such draft, check, or bond so deposited shall be returned to the bidder."

ARIZONA AND NEW MEXICO.

SEC. 2. For support and civilization of Indians in Arizona and New Mexico, including pay of employees, \$330,000.

For support and education of two hundred Indian pupils at the Indian school at Fort Mojave, Arizona, and for pay of superintendent, \$35,100; for general repairs and improvements, \$3,800; for construction of a steel tank and tower, \$4,000; in all, \$42,900.

For support and education of seven hundred Indian pupils at the Indian school at Phoenix, Arizona, and for pay of superintendent, \$119,400; for general repairs and improvements, \$12,500; for the purchase of land adjacent to the school property, \$3,500; in all, \$135,400.

For support and education of one hundred pupils at the Indian school at Truxton Canyon, Arizona, and for pay of superintendent, \$18,200; for general repairs and improvements, \$3,000; in all, \$21,200.

For continuing the work of constructing the irrigation system for the irrigation of the lands of the Pima Indians in the vicinity of Sacaton, on the Gila River Indian Reservation, within the limit of cost fixed by the Act of March third, nineteen hundred and five, \$10,000; and for maintenance and operation of the pumping plants and canal systems, \$10,000; in all, \$20,000, reimbursable as provided in section two of the Act of August twenty-fourth, nineteen hundred and twelve (Thirty-seventh Statutes at Large, page five hundred and twenty-two), and to remain available until expended.

For the construction and repair of necessary channels and laterals for the utilization of water in connection with the pumping plant for irrigation purposes on the Colorado River Indian Reservation, Arizona, as provided in the Act of April fourth, nineteen hundred and ten (Thirty-sixth Statutes at Large, page two hundred and seventy-three), for the purpose of securing an appropriation of water for the irrigation of approximately one hundred and fifty thousand acres of land and for maintaining and operating the pumping plant, \$15,000, reimbursable as provided in said Act, and to remain available until expended.

For improvement and sinking of wells, installation of pumping machinery, construction of tanks for domestic and stock water, and for the necessary structures for the development and distribution of a supply of water and for maintenance and operation of constructed works, for Papago Indian villages in southern Arizona, \$20,000.

To enable the Secretary of the Interior to carry into effect the provisions of the sixth article of the treaty of June first, eighteen hundred and sixty-eight, between the United States and the Navajo Nation or Tribe of Indians, proclaimed August twelfth, eighteen hundred and sixty-eight, whereby the United States agrees to provide school facilities for the children of the Navajo Tribe of Indians, \$100,000: *Provided*, That the said Secretary may expend said funds, in his discretion, in establishing or enlarging day or industrial schools.

For continuing the development of a water supply for the Navajo Indians on the Navajo Reservation, \$25,000, to be immediately available, reimbursable out of any funds of said Indians now or hereafter available.

For beginning the construction by the Indian Service, of a dam with a bridge superstructure and the necessary controlling works for diverting water from the Gila River for the irrigation of Indian land and Indian allotments on the Gila River Indian Reservation, Arizona, as recommended by the Board of Engineers of the United States Army in paragraph two hundred and seventeen of its report to the Secretary of War of February fourteenth, nineteen hundred and fourteen (House Document numbered seven hundred and ninety-one), \$75,000, to be immediately available and to remain available until expended, reimbursable as provided in section two of the Act of August twenty-fourth, nineteen hundred and twelve (Thirty-seventh Statutes at Large, page five hundred and twenty-two), the total cost not to exceed \$200,000.

That the Secretary of the Interior is hereby authorized and directed to provide for water rights in perpetuity for the irrigation of six hundred and thirty-one Salt River Indian allotments of ten acres each, to be designated by the Commissioner of Indian Affairs, water from works constructed under the provision of the Reclamation Act,

and Acts amendatory thereof or supplemental thereto: *Provided*, That the reclamation fund shall be reimbursed therefor upon terms the same as those provided in said Act or Acts for reimbursement by entrymen on lands irrigated by said works, and there is hereby appropriated \$20,000, or so much thereof as may be necessary, to pay the initial installment of the charges when made for said water.

For beginning the construction by the Indian Service of a diversion dam and necessary controlling works for diverting water from the Gila River at a site above Florence, Arizona, as estimated by the Board of Engineer Officers of the United States Army in paragraph one hundred and thirty-eight of its report to the Secretary of War of February fourteenth, nineteen hundred and fourteen (House Document Numbered Seven hundred and ninety-one), \$75,000, to remain available until expended, the total cost not to exceed \$175,000: *Provided*, That said dam shall be constructed as a part of a project for the irrigation from the natural flow of the Gila River of Indian lands on the Gila River Indian Reservation and private and public lands in Pinal County, Arizona: *And provided further*, That the water diverted from the Gila River by said diversion dam shall be distributed by the Secretary of the Interior to the Indian lands of said reservation and to the private and public lands in said county in accordance with the respective rights and priorities of such lands to the beneficial use of said water as may be determined by agreement of the owners thereof with the Secretary of the Interior or by a court of competent jurisdiction: *And provided further*, That the construction charge for the actual cost of said diversion dam and other works and rights shall be divided equitably by the Secretary of the Interior between the Indian lands and the private and public lands in said county; and said cost as fixed for said Indian lands shall be reimbursable as provided in section two of the Act of August twenty-fourth, nineteen hundred and twelve (Thirty-seventh Statutes at Large, page five hundred and twenty-two); but the construction charge as fixed for the private and public lands in said county shall be paid by the owner or entryman in accordance with the terms of an Act extending the period of payment under reclamation projects, approved August thirteenth, nineteen hundred and fourteen (Thirty-eighth Statutes at Large, page six hundred and eighty-six): *And provided further*, That said project shall only be undertaken if the Secretary of the Interior shall be able to make or provide for what he shall deem to be satisfactory adjustments of the rights to the water to be diverted by said diversion dam or carried in canals, and satisfactory arrangements for the inclusion of lands within said project and the purchase of property rights which he shall deem necessary to be acquired, and shall determine and declare said project to be feasible.

For extension of the Ganado irrigation project on the Navajo Indian Reservation in Arizona for the irrigation of approximately six hundred acres of land in addition to the area to be irrigated by said project, as authorized in section two of the Act of August twenty-fourth, nineteen hundred and twelve, \$20,000; and for maintenance and operation of the project, \$3,000; in all \$23,000, reimbursable and to remain available until expended.

That the Secretary of the Interior be, and he hereby is, authorized and directed to cause to be made by competent engineers the neces-

sary examinations, investigations, and surveys for the purpose of determining the most suitable and practicable method or methods of constructing levees, revetments, or other suitable works sufficient to prevent the Gila River from further eroding and wearing and washing away its banks and from further overflowing its banks at any point in Graham County, Arizona. Said engineers shall also determine and report upon the most suitable, feasible, and practicable means of holding the said river within a fixed channel as it flows through said Graham County. Said Secretary shall submit to Congress the result of such examinations, investigations, and surveys, together with an estimate of the cost thereof, with recommendations thereon, at the earliest practicable date. The sum of \$10,000, or so much thereof as may be necessary, is hereby appropriated, out of any money in the Treasury not otherwise appropriated, for the purpose of conducting said investigations, examinations, and surveys.

For the construction of a bridge across the Little Colorado River, at or near the town of Winslow, Arizona, \$15,000, to be expended under the direction of the Secretary of the Interior, and to be reimbursable from any funds now or hereafter placed in the Treasury to the credit of said Indians: *Provided*, That no part of the money herein appropriated shall be expended until the Secretary of the Interior shall have obtained from the proper authorities of the State of Arizona, or the county of Navajo, satisfactory guaranties of the payment by the said State of Arizona, or by the county of Navajo, of at least one-half of the cost of said bridge, and that the proper authorities of the said State of Arizona, or the said county of Navajo, shall assume full responsibility for, and will at all times maintain and repair, said bridge and the approaches thereto: *And provided further*, That any and all expenses above the amount herein named in connection with the building and maintaining of said bridge shall be borne either by the said State of Arizona or the said county of Navajo.

For the construction of three additional steel spans with abutment and piers to extend the bridge across the Gila River on the San Carlos Indian Reservation near San Carlos, Arizona, \$17,000, or so much thereof as may be necessary, to be immediately available, reimbursable to the United States by the Indians having tribal rights on said reservation and to remain a charge and lien upon the lands and funds belonging to said Indians until paid.

For preservation and repair of prehistoric pueblo ruins and cliff dwellings, under supervision of the Smithsonian Institution, Navajo National Monument, Arizona, \$3,000.

CALIFORNIA.

SEC. 3. For support and civilization of Indians in California, including pay of employees, \$42,000.

For the purchase of lands for the homeless Indians in California, including improvements thereon, for the use and occupancy of said Indians, \$10,000, said funds to be expended under such regulations and conditions as the Secretary of the Interior may prescribe.

For support and education of seven hundred Indian pupils at the Sherman Institute, Riverside, California, including pay of superintendent, \$119,500; for general repairs and improvements, \$10,000; in all, \$129,500.

For reclamation and maintenance charge on Yuma allotments, \$10,000, to remain available until expended and to be reimbursed from the sale of surplus lands or from other funds that may be available, in accordance with the provisions of the Act of March third, nineteen hundred and eleven.

For support and education of one hundred Indian pupils at the Fort Bidwell Indian School, California, including pay of superintendent, \$18,200; for general repairs and improvements, \$3,600; in all, \$21,800.

For support and education of one hundred Indian pupils at the Greenville Indian School, California, including pay of superintendent, \$18,400; for general repairs and improvements, including purchase of additional land for school farm, \$8,000; in all, \$26,400.

For the improvement and construction of roads and bridges on the Yuma Indian Reservation in California, \$10,000, to be immediately available, reimbursable to the United States by the Indians having tribal rights on said reservation.

FLORIDA.

SEC. 4. For relief of distress among the Seminole Indians in Florida, and for purposes of their civilization and education, \$8,000.

IDAHO.

SEC. 5. For support and civilization of Indians on the Fort Hall Reservation in Idaho, including pay of employees, \$30,000.

For improvement and maintenance and operation of the Fort Hall irrigation system, \$25,000, reimbursable to the United States out of any funds of the Indians occupying the Fort Hall Reservation now or hereafter available.

For fulfilling treaty stipulations with the Bannocks in Idaho: For pay of physician, teacher, carpenter, miller, engineer, farmer, and blacksmith (article ten, treaty of July third, eighteen hundred and sixty-eight), \$5,000.

For the Coeur d'Alenes, in Idaho: For pay of blacksmith, carpenter, and physician, and purchase of medicines (article eleven, agreement ratified March third, eighteen hundred and ninety-one), \$3,000.

KANSAS.

SEC. 6. For support and education of seven hundred and fifty Indian pupils at the Indian school, Haskell Institute, Lawrence, Kansas, and for pay of superintendent, \$127,750; for general repairs and improvements, \$12,500; for barn, \$8,000; in all, \$148,250.

For support and education of eighty Indian pupils at the Indian school, Kickapoo Reservation, Kansas, including pay of superintendent, \$14,860; for general repairs and improvements, \$2,000; in all, \$16,860.

That the Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States the sum of \$10,000, or so much thereof as may be necessary, of the funds on deposit to the credit of the Potawatomi Indians in the State of Kansas, and to be expended under his direction, for the construction of bridges across

the Big Soldier Creek and Little Soldier Creek, within the Potawatomi Indian Reservation, Jackson County, Kansas: *Provided*, That no part of the money herein appropriated shall be expended until the Secretary of the Interior shall have obtained from the proper authorities of the county of Jackson satisfactory guaranties of the payment by the said county of Jackson of at least one-half of the cost of said bridges, and that the said proper authorities of the said county of Jackson shall assume full responsibility for and will at all times maintain and repair said bridges: *And provided further*, That any and all expenses above the amount herein named in connection with the building and maintaining of said bridges shall be borne by the said county of Jackson: *And provided further*, That this appropriation shall not become effective until approved by an Indian council to be called for that purpose.

LOUISIANA.

SEC. 7. For clearing the title to lands owned or possessed by the Chettimanchi Band of Indians of Louisiana, for purchase of such lands as may be required to place them on a basis of self-support, and for such other relief as may be needed in the discretion of the Secretary of the Interior, \$1,500: *Provided*, That the Secretary of the Interior may, in his discretion, require that the legal title to all property purchased, or the title to which is to be cleared, with the funds hereby appropriated shall be in the name of the United States, for the use and benefit of the Indians.

MICHIGAN.

SEC. 8. For support and education of three hundred and fifty Indian pupils at the Indian school, Mount Pleasant, Michigan, and for pay of superintendent, \$60,450; for general repairs and improvements, \$5,000; for dairy barn, \$8,000; in all, \$73,450.

For reimbursement of Joseph Bradley, a member of the Saginaw, Swan Creek, and Black River Band of Chippewa Indians in the State of Michigan, for traveling and incidental expenses incurred by him as an authorized representative of said band while appearing before Congress and the Interior Department in January, February, and March, nineteen hundred and sixteen, \$250, or so much thereof as may be necessary, to be immediately available.

MINNESOTA.

SEC. 9. For support and education of two hundred and twenty-five Indian pupils at the Indian school, Pipestone, Minnesota, including pay of superintendent, \$39,175; for general repairs and improvements, and for remodeling building for dormitory purposes, \$7,000; for mechanical and general utility shop building, \$10,000; for septic tank, \$5,500; to gravel and improve the road leading from the school buildings to the south line of the reservation, \$1,000; to blast out and deepen the ditch and creek on said reservation, \$2,000; in all, \$64,675.

For support of a school or schools for the Chippewas of the Mississippi in Minnesota (article three, treaty of March nineteenth, eighteen hundred and sixty-seven), \$4,000.

The Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States, at his discretion, the sum of \$185,000, or so much thereof as may be necessary, of the principal sum on deposit to the credit of the Chippewa Indians in the State of Minnesota, arising under section seven of the Act of January fourteenth, eighteen hundred and eighty-nine, entitled "An Act for the relief and civilization of the Chippewa Indians in the State of Minnesota," and to use the same for the purpose of promoting civilization and self-support among the said Indians in manner and for purposes provided for in said Act: *Provided*, That not to exceed \$60,000 of said amount, and the one-fourth interest on the tribal funds of the Chippewa Indians of Minnesota now to their credit in the Treasury to be used for the maintenance of free schools, shall be used for the compensation of employees in the Indian Service in Minnesota except for irregular laborers, and that the said Chippewas shall receive the preference in filling permanent positions in the service of the Chippewas of Minnesota where the compensation is paid from their tribal funds: *Provided further*, That not less than \$10,000 of said amount of \$185,000 may be used to furnish employment to the said Chippewas in building roads and making other improvements upon the Chippewa reservations in Minnesota for the benefit of the said Chippewas, and \$10,000, or so much thereof as may be necessary, to establish an electric light plant at the White Earth Agency, the boarding school there and the village of White Earth, Minnesota, said plant, or its proportionate share of expenses to be maintained by the residents of White Earth village under such rules and regulations as may be prescribed by the Secretary of the Interior.

The Secretary of the Interior is hereby authorized to advance to the executive committee of the White Earth Band of Chippewa Indians in Minnesota the sum of \$1,000, or so much thereof as may be necessary, to be expended in the annual celebration of said band to be held June fourteenth, nineteen hundred and sixteen, out of the funds belonging to said band.

That the Secretary of the Interior be, and he is hereby, authorized to convey by patent in fee simple to independent school district numbered one, of Mahnomon County, Minnesota, for the purpose of a demonstration farm in connection with the agricultural department of the public schools of said place, that certain tract of land which had been set apart for the now abandoned Mahnomon Indian day school, said tract being described as follows, to wit: West half of the southwest quarter of section eleven, township one hundred and forty-four north, range forty-two west of the fifth principal meridian, in Minnesota: *Provided*, That the purchase price of the property conveyed, which shall be not less than its appraised value, shall be divided equally among those members of the Pembina Band of Indians living on the date of passage of this Act who were born prior to July twenty-first, nineteen hundred, but were not included on the allotment schedule approved on that date; appraisement of the property and payment of the proceeds to the said Indians to be under such rules and regulations as the Secretary of the Interior

may prescribe: *Provided further*, That this shall not be construed to affect any rights involved in pending litigation.

That the Secretary of the Interior be, and he is hereby, authorized and directed to issue to the Northern Minnesota Conference of the Methodist Episcopal Church a patent in fee for forty acres of land on the Nett Lake Indian Reservation in Minnesota, described as follows: South half of northeast quarter of lot one; north half of southeast quarter of lot one; south half of north half of northeast quarter of lot one; north half of south half of southeast quarter of lot one; south half of northeast quarter of northwest quarter; and south half of south half of north half of northeast quarter of northwest quarter, all in section nineteen, township sixty-five north, range twenty-one west of the fourth principal meridian containing forty acres more or less; such patent to be in lieu of that authorized and directed in the Act of August first, nineteen hundred and fourteen (Thirty-eighth Statutes at Large, page five hundred and ninety-one).

That the Secretary of the Interior, under such rules and regulations as he may prescribe, is hereby authorized to advance to any individual Chippewa Indian in the State of Minnesota entitled to participate in the permanent fund of the Chippewa Indians of Minnesota one-fourth of the amount which would now be coming to said Indian under a pro rata distribution of said permanent fund: *Provided*, That the Secretary of the Interior, under such rules and regulations as he may prescribe, may use for or advance to any Chippewa Indian in the State of Minnesota entitled to share in said fund who is incompetent, blind, crippled, decrepit, or helpless from old age, disease, or accident, one-fourth of the amount which would now be coming to said Indian under a pro rata distribution of said permanent fund: *Provided further*, That any money received hereunder by any member of said tribe or used for his or her benefit shall be deducted from the share of said member in the permanent fund of the said Chippewa Indians in Minnesota to which he or she would be entitled: *Provided further*, That the funds hereunder to be paid to Indians shall not be subject to any lien or claim of attorneys or other third parties.

The superintendent of logging upon the Chippewa Reservations in Minnesota is hereby authorized to expend not to exceed \$25,000, or so much thereof as may be necessary, from the amount derived from the sale of the pine timber of the Chippewas of Minnesota, in the payment of scalers, check scalers, as provided by the Act of January fourteenth, eighteen hundred and eighty-nine (Twenty-fifth Statutes at Large, page six hundred and forty-two), and such clerks as he may employ. Any Act not in conformity with this provision is hereby repealed. A detailed statement of all the expenses hereinafter incurred and paid from the tribal funds of the Chippewas of Minnesota shall be reported to Congress annually.

That the sum of \$6,000, or so much thereof as may be necessary, of the tribal funds of the Chippewa Indians of the State of Minnesota, is hereby appropriated to pay the expenses of the general council of said tribe to be held at Bemidji, Minnesota, beginning on the second Tuesday of July, nineteen hundred and sixteen, pursuant to the constitution of the general council of said Chippewa Indians of Minnesota, organized in May, nineteen hundred and thirteen, and to pay the actual and necessary expenses of the delegates who attended the

meeting of said general council, commencing June twelfth and ending June fourteenth, nineteen hundred and fifteen, at White Earth, Minnesota, and at Detroit, Minnesota, October fourth, nineteen hundred and fifteen, and also the necessary expenses of the members of the executive committee of said council when attending to the business of the tribe, and to pay the expenses to Washington, in January and February, nineteen hundred and fifteen, and in January, February, and March, nineteen hundred and sixteen, of the delegations of the Chippewa Indians of the State of Minnesota, appointed by the president of said general council pursuant to the resolutions of said general councils of August fourteenth, nineteen hundred and fourteen, and June fourteenth, nineteen hundred and fifteen, to present the affairs of said Indians of the State of Minnesota to the officials of the United States: said \$6,000 to be immediately available, and the expenses of said delegation to be paid by the Secretary of the Interior upon itemized accounts approved by the president of the executive committee of said council and certified to by the secretary of the council. The Secretary of the Interior may authorize an inspector, or special agent, or Indian superintendent, to attend future sessions of said general council and conventions to which delegates therefor are elected.

That the Secretary of the Interior be, and he is hereby, authorized to withdraw from the Treasury of the United States \$500, or so much thereof as may be necessary, of the principal sum on deposit to the credit of the Chippewa Indians in the State of Minnesota, arising under section seven of the Act of January fourteenth, eighteen hundred and eighty-nine, entitled "An Act for the relief and civilization of the Chippewa Indians in the State of Minnesota," and to use said withdrawn sum in the purchase and fencing of burial grounds for the Fond du Lac Band of Chippewa Indians of Minnesota.

For the tuition, board, books and paper and traveling expenses to and from their respective homes of two Chippewa boys for the school year ending June tenth, nineteen hundred and fifteen, \$1,500; and for five Chippewa boys for the school year ending June tenth, nineteen hundred and sixteen, \$3,250; incurred under the authority of the general council of the Minnesota Chippewas, said amounts to be paid upon vouchers being submitted to the Commissioner of Indian Affairs, and approved by the board of Indian education of the said general council: *Provided*, That the said payments shall be made from the tribal funds of the Chippewa Indians of Minnesota in the Treasury of the United States.

That the sixth paragraph of section nine of the Act approved June thirtieth, nineteen hundred and thirteen (Thirty-eighth Statutes at Large, page eighty-nine), be, and the same hereby is, amended by striking out the words "one of whom shall be selected by the Department of Justice," in the third line thereof, and substituting therefor the words "one of whom shall be selected from assistants to the Attorney General, and who shall continue as such commissioner during the pleasure and under the direction of the Attorney General."

That the unexpended balance of \$3,436.03 of the appropriation for carrying into effect the provisions of the Act of June thirtieth, nineteen hundred and thirteen, making appropriations for current and contingent expenses of the Indian Service for the fiscal year ending June thirtieth, nineteen hundred and fourteen (Thirty-eighth Stat-

utes at Large, page eighty-nine), creating a commission to prepare a roll of the allottees within the White Earth Reservation, in the State of Minnesota, and defining the duties of such commission, is hereby reappropriated and made immediately available for the payment of expenses incurred and salaries earned by the said commissioners, or under their direction, in carrying out the provisions of said Act since June thirtieth, nineteen hundred and fourteen, and for the purpose of continuing the work of such commission under said Act.

That for the completion of the enrollment of the allottees within the White Earth Reservation, in the State of Minnesota, required by the Act of June thirtieth, nineteen hundred and thirteen, as amended by this Act, there is hereby appropriated the sum of \$5,000, or so much thereof as may be necessary for that purpose. This appropriation shall continue available until expended or the work of the said commission shall have been completed.

To carry into effect the Act entitled "An Act for the relief and civilization of the Chippewa Indians in the State of Minnesota, approved January fourteenth, eighteen hundred and eighty-nine, to provide for the establishment and administration of a forest reserve and for the sale of timber within the Red Lake Indian Reservation, Minnesota," that the following-described lands within the Red Lake Indian Reservation, Minnesota, be, and the same hereby are, created into a forest reserve, to be known as the Red Lake Indian Forest: Townships one hundred and fifty and one hundred and fifty-one north, ranges thirty-two, thirty-three, thirty-four, thirty-five, and thirty-six west, and townships one hundred and fifty-two and one hundred and fifty-three north, ranges thirty-two, thirty-three, and thirty-four west of the fifth principal meridian, except the lands in townships one hundred and fifty-one north, range thirty-six west, which lie north of the north line of sections twenty-six to thirty, inclusive, and except all lands within sections four, five, six, seven, eight, nine, and eighteen, in township one hundred and fifty-three north, range thirty-four west. The provisions of this paragraph shall not apply to any lands which have heretofore been reserved for school, agency, church, or town-site purposes or granted to private parties or corporations within the area described, nor to the town site of Red Lake, for the creation of which provision is made herein: *Provided*, That when any of said lands are no longer needed for the purpose for which they are reserved, the Secretary of the Interior may declare such lands to be a part of the Red Lake Indian Forest.

That lands within said Red Lake Indian forest, which are not covered with standing and growing merchantable pine timber and which are suited for the production of agricultural crops and which are fronting upon a lake shore, may be allotted to individual Red Lake Indians: *Provided*, That no such allotment shall exceed eighty acres nor have more than eighty rods fronting upon a lake shore: *Provided further*, That in case an Indian has improved and cultivated more than eighty acres, his allotment may embrace his improvements to the extent of one hundred and sixty acres.

That said forest shall be administered by the Secretary of the Interior in accordance with the principles of scientific forestry, with a view to the production of successive timber crops thereon, and he is hereby authorized to sell and manufacture only such standing and growing

pine and oak timber as is mature and has ceased to grow, and he is also authorized to sell and manufacture from time to time such other mature and marketable timber as he may deem advisable, and he is further authorized to construct and operate sawmills for the manufacture of the timber into merchantable products and to employ such persons as he shall find necessary to carry out the purposes of the foregoing provisions, including the establishment of nurseries and the purchase of seeds, seedlings, and transplants when needed for reforestation purposes: *Provided*, That all timber sold under the provisions herein shall be sold on what is known as the bank scale: *Provided further*, That no contract shall be made for the establishment of any mill, or to carry on any logging or lumbering operations which shall constitute a charge upon the proceeds of the timber, until an estimate of the cost thereof shall have first been submitted to and approved by Congress.

That the Secretary of the Interior may issue permits or grant leases on such lands for camping or farming. No permit shall be issued for a longer term than one year and no lease shall be executed for a longer term than five years. Every permit or lease issued under authority of this Act to Indians, or to other persons or corporations, and every patent for an allotment within the limits of the forest created by section one, shall reserve to the United States the right to cross the land covered thereby with logging roads or railroads, to use the shore line, or to erect thereon and use such structures as shall be necessary to the proper and economical management of the Indian Forest created by this Act; and the Secretary of the Interior may reserve from allotment tracts considered necessary for such administration.

After the payment of all expenses connected with the administration of these lands as herein provided, the net proceeds therefrom shall be covered into the Treasury of the United States to the credit of the Red Lake Indians and draw interest at the rate of four per centum per annum. The interest on this fund may be used by the Secretary of the Interior in such manner as he shall consider most advantageous and beneficial to the Red Lake Indians. Expenditure from the principal shall be made only after the approval by Congress of estimates submitted by the said Secretary.

That the Secretary of the Interior shall select and set apart an area not exceeding two hundred acres, in sections twenty, twenty-one, twenty-eight, and twenty-nine, township one hundred and fifty-one north, range thirty-four west, cause the lands thus selected to be surveyed and platted into suitable lots, streets, and alleys, and dedicate said streets and alleys and such lots and parcels as he may consider necessary to public uses. The lands thus selected shall not be allotted, but held as an Indian town site subject to further legislation by Congress.

That the timber on lands of the Red Lake Indian Reservation outside the boundaries of the forest created by this Act may be sold under regulations prescribed by the Secretary of the Interior, and the proceeds administered under the provisions of the general deficiency Act of March third, eighteen hundred and eighty-three (Twenty-second Statutes at Large, page five hundred and ninety), and the Indian appropriation Act of March second, eighteen hundred and eighty-seven (Twenty-fourth Statutes at Large, page four hundred and sixty-three).

MISSISSIPPI.

SEC. 10. To enable the Secretary of the Interior to investigate the condition of the Indians living in Mississippi and report to Congress on the first Monday of next December as to their need for additional land and school facilities, \$1,000, to be immediately available.

MONTANA.

SEC. 11. For support and civilization of the Indians at Fort Belknap Agency, Montana, including pay of employees, \$20,000.

For support and civilization of Indians at Flathead Agency, Montana, including pay of employees, \$20,000, of which amount not exceeding \$4,500 shall be expended for salaries.

For support and civilization of Indians at Fort Peck Agency, Montana, including pay of employees, \$30,000.

For support and civilization of Indians at Blackfeet Agency, Montana, including pay of employees, \$25,000.

For maintenance and operation, including repairs, of the irrigation systems on the Fort Belknap Reservation, in Montana, \$20,000, reimbursable in accordance with the provisions of the Act of April fourth, nineteen hundred and ten.

For fulfilling treaties with Crows, Montana: For pay of physician, \$1,200; and for pay of carpenter, miller, engineer, farmer, and blacksmith (article ten, treaty of May seventh, eighteen hundred and sixty-eight), \$3,600; for pay of second blacksmith (article eight, same treaty), \$1,200; in all, \$6,000.

For subsistence and civilization of the Northern Cheyennes and Arapahoes (agreement with the Sioux Indians, approved February twenty-eight, eighteen hundred and seventy-seven), including Northern Cheyennes removed from Pine Ridge Agency to Tongue River, Montana, and for pay of physician, two teachers, two carpenters, one miller, two farmers, a blacksmith, and engineer (article seven, treaty of May tenth, eighteen hundred and sixty-eight), \$80,000.

For the employment of "line riders" along the southern and eastern boundaries of the Northern Cheyenne Indian Reservation in the State of Montana, \$1,500.

For the support and civilization of Rocky Boy's Band of Chippewas, and other indigent and homeless Indians in the State of Montana, including pay of employees, \$5,000.

That the Secretary of the Interior be, and he is hereby, authorized to withdraw from the Treasury of the United States not to exceed the sum of \$100,000, or so much thereof as may be necessary, of the principal sum on deposit to the credit of the Indians on the Blackfeet Reservation in Montana, for the purpose of purchasing and caring for cattle for the use of individual Indians, seeds, and necessary farming equipment, to enable them to become self-supporting: *Provided*, That said sum shall be expended under conditions to be prescribed by the Secretary of the Interior for its repayment and placed into the Treasury to the credit of the said tribe on or before June thirtieth, nineteen hundred and twenty-five: *Provided further*, That the Secretary of the Interior shall submit to Congress annually on the first Monday in December a detailed statement as to the expenditure of this fund.

For the purchase of a strip of land containing sixteen acres, more or less, lying between the Flathead River and the Flathead Indian Agency reserve, Montana, for an addition to said reserve, \$320, and said amount shall be reimbursed to the United States from the proceeds arising from the sale of lands and timber within the Flathead Indian Reservation.

That lands on the Flathead Indian Reservation in Montana valuable for agricultural or horticultural purposes, heretofore classified as timber lands, may, in the discretion of the Secretary of the Interior, be appraised and opened to homestead entry under regulations prescribed by him, upon condition that homestead entrymen shall at the time of making their original homestead entries pay the full value of the timber found on the land at the time that the appraisement of the land itself is made, such payment to be in addition to the appraised price of the lands apart from the timber.

For continuing construction of the irrigation systems on the Flathead Indian Reservation, in Montana, \$750,000 (reimbursable), which shall be immediately available and remain available until expended: *Provided*, That the payments for the proportionate cost of the construction of said systems required of settlers on the surplus unallotted land by section nine, chapter fourteen hundred ninety-five, Statutes of the United States of America, entitled "An Act for the survey and allotment of lands now embraced within the limits of the Flathead Indian Reservation in the State of Montana, and the sale and disposal of all surplus lands after allotment," as amended by section fifteen of the Act of May twenty-ninth, nineteen hundred and eight (Thirty-fifth Statutes at Large, page four hundred and forty-eight), shall be made as herein provided: *Provided further*, That nothing contained in the Act of May twenty-ninth, nineteen hundred and eight (Thirty-fifth Statutes at Large, page four hundred and forty-four), shall be construed to exempt the purchaser of any Indian allotment purchased prior to the expiration of the trust period thereon from any charge for construction of the irrigation system incurred up to the time of such purchase, except such charges as shall have accrued and become due in accordance with the public notices herein provided for, or to relieve the owners of any or all land allotted to Indians in severalty from payment of the charges herein required to be made against said land on account of construction of the irrigation systems; and in carrying out the provisions of said section the exemption therein authorized from charges incurred against allotments purchased prior to the expiration of the trust period thereon shall be the amount of the charges or installments thereof due under public notice herein provided for up to the time of such purchase.

For continuing construction of the irrigation systems on the Fort Peck Indian Reservation, in Montana, \$100,000 (reimbursable), which shall be immediately available: *Provided*, That the proportionate cost of the construction of said systems required of settlers and entrymen on the surplus unallotted irrigable land by section two of the Act of May thirtieth, nineteen hundred and eight (Thirty-fifth Statutes at Large, page five hundred and fifty-eight), shall be paid as herein provided: *Provided further*, That nothing contained in said Act of May thirtieth, nineteen hundred and eight, shall be construed to exempt the purchaser of any Indian allotment purchased prior to the expiration of the trust period thereon from any charge

for construction of the irrigation system incurred up to the time of such purchase, except such charges as shall have accrued and become due in accordance with the public notices herein provided for, and the purchaser of any Indian allotment to be irrigated by said systems purchased upon approval of the Secretary of the Interior before the charges against said allotment herein authorized shall have been paid shall pay all charges remaining unpaid at the time of such purchase, and in all patents or deeds for such purchased allotments, and also in all patents in fee to allottees or their heirs issued before payment shall have been made of all such charges herein authorized to be made against their allotments, there shall be expressed that there is reserved upon the lands therein described a lien for such charges, and such lien may be enforced, or upon payment of the delinquent charges may be released by the Secretary of the Interior.

For continuing construction of the irrigation systems on the Blackfeet Indian Reservation, in Montana, \$25,000 (reimbursable), which shall be immediately available: *Provided*, That the entryman upon the surplus unallotted lands to be irrigated by such systems shall, in addition to compliance with the homestead laws, before receiving patent for the lands covered by his entry, pay the charges apportioned against such tract as herein authorized, and a failure to make any two payments when due shall render the entry subject to cancellation, with the forfeiture to the United States of all rights acquired under the provisions of this act, as well as of any moneys paid on account thereof. The purchaser of any Indian allotment to be irrigated by such systems, purchased upon approval of the Secretary of the Interior, before the charges against said allotment herein authorized shall have been paid, shall pay all charges remaining unpaid at the time of such purchase and in all patents or deeds for such purchased allotments, and also in all patents in fee to allottees or their heirs issued before payment of all such charges herein authorized to be made against their allotments, there shall be expressed that there is reserved upon the lands therein described a lien for such charges, and such lien may be enforced, or, upon payment of the delinquent charges, may be released by the Secretary of the Interior.

The work to be done with the amounts herein appropriated for the completion of the Blackfeet, Flathead, and Fort Peck projects may be done by the Reclamation Service on plans and estimates furnished by that service and approved by the Commissioner of Indian Affairs: *Provided*, That not to exceed \$15,000 of applicable appropriations made for the Flathead, Blackfeet, and Fort Peck irrigation projects shall be available for the maintenance, repair, and operation of motor-propelled and horse-drawn passenger-carrying vehicles for official use upon the aforesaid irrigation projects: *Provided further*, That not to exceed \$7,500 may be used for the purchase of horse-drawn passenger-carrying vehicles, and that not to exceed \$1,500 may be used for the purchase of motor-propelled passenger-carrying vehicles.

That the Secretary of the Interior be, and he is hereby, authorized and directed to announce, at such time as in his opinion seems proper, the charge for construction of irrigation systems on the Blackfeet, Flathead, and Fort Peck Indian Reservations in Montana, which shall be made against each acre of land irrigable by the systems on each of said reservations. Such charges shall be assessed against the land irrigable by the systems on each said reservation in the pro-

portion of the total construction cost which each acre of such land bears to the whole area of irrigable land thereunder.

On the first day of December after the announcement by the Secretary of the Interior of the construction charge the allottee, entryman, purchaser, or owner of such irrigable land which might have been furnished water for irrigation during the whole of the preceding irrigation season, from ditches actually constructed, shall pay to the superintendent of the reservation where the land is located, for deposit to the credit of the United States as a reimbursement of the appropriations made or to be made for construction of said irrigation systems, five per centum of the construction charge fixed for his land, as an initial installment, and shall pay the balance of the charge in fifteen annual installments, the first five of which shall each be five per centum of the construction charge and the remainder shall each be seven per centum of the construction charge. The first of the annual installments shall become due and payable on December first of the fifth calendar year after the initial installment: *Provided*, That any allottee, entryman, purchaser, or owner may, if he so elects, pay the whole or any part of the construction charges within any shorter period: *Provided further*, That the Secretary of the Interior may, in his discretion, grant such extension of the time for payments herein required from Indian allottees or their heirs as he may determine proper and necessary, so long as such land remains in Indian title.

That the tribal funds heretofore covered into the Treasury of the United States in partial reimbursement of appropriations made for constructing irrigation systems on said reservations shall be placed to the credit of the tribe and be available for such expenditure for the benefit of the tribe as Congress may hereafter direct.

The cost of constructing the irrigation systems to irrigate allotted lands of the Indians on these reservations shall be reimbursed to the United States as hereinbefore provided, and no further reimbursements from the tribal funds shall be made on account of said irrigation works except that all charges against Indian allottees or their heirs herein authorized, unless otherwise paid, may be paid from the individual shares in the tribal funds, when the same is available for distribution, in the discretion of the Secretary of the Interior.

That in addition to the construction charges every allottee, entryman, purchaser, or owner shall pay to the superintendent of the reservation a maintenance and operation charge based upon the total cost of maintenance and operation of the systems on the several reservations, and the Secretary of the Interior is hereby authorized to fix such maintenance and operation charge upon such basis as shall be equitable to the owners of the irrigable land. Such charges when collected shall be available for expenditure in the maintenance and operation of the systems on the reservation where collected: *Provided*, That delivery of water to any tract of land may be refused on account of nonpayment of any charges herein authorized, and the same may, in the discretion of the Secretary of the Interior, be collected by a suit for money owed: *Provided further*, That the rights of the United States heretofore acquired, to water for Indian lands referred to in the foregoing provision, namely, the Blackfeet,

Fort Peck, and Flathead Reservation land, shall be continued in full force and effect until the Indian title to such land is extinguished.

That the Secretary of the Interior be, and he is hereby, authorized to prescribe such rules and regulations and issue such notices as may be necessary to carry into effect the provisions of this Act, and he is hereby authorized and directed to determine the area of land on each reservation which may be irrigated from constructed ditches and to determine what allowance, if any, shall be made for ditches constructed by individuals for the diversion and distribution of a partial or total water supply for allotted or surplus unallotted land: *Provided*, That if water be available prior to the announcement of the charge herein authorized, the Secretary of the Interior may furnish water to land under the systems on the said reservations, making a reasonable charge therefor, and such charges when collected may be used for construction or maintenance of the systems through which such water shall have been furnished.

NEBRASKA.

SEC. 12. For support and education of four hundred Indian pupils at the Indian school at Genoa, Nebraska, including pay of superintendent, \$68,800; for general repairs and improvements, \$5,000; for new boilers at power plant, extension of lighting system and of water and sewer main, and for construction of septic tank, \$10,800; for the purpose of making necessary repairs on the Government bridge across the Niobrara River near Niobrara, Nebraska; also to reconstruct one span of ninety feet over the back channel of the Niobrara River at the same point, the sum of \$6,500; said sum to be expended under the direction of the Secretary of the Interior; in all, \$91,100.

That the Secretary of the Interior be, and he is hereby, authorized, in his discretion, to approve the assessments, together with maps showing right of way and definite location of proposed drainage ditches to be made under the laws of the State of Nebraska upon the allotments of certain Omaha and Winnebago Indians in Wakefield drainage district, in Dixon, Wayne, and Thurston Counties in Nebraska.

That the Secretary of the Interior be, and he is hereby, authorized to pay the amount assessed against each of said allotments: *Provided*, That said assessment shall not exceed \$10 per acre on any allotment or portion thereof; and there is hereby appropriated for said purpose, out of any money in the Treasury not otherwise appropriated, the sum of \$30,000, to be immediately available, the said sum to be reimbursable from the rentals of said allotments, not to exceed fifty per centum of the amount of rents received annually, or from any funds belonging to the said allottees, in the discretion of the Secretary of the Interior.

That the Secretary of the Interior be, and he is hereby, authorized, in his discretion, to approve deeds for right of way from such said allottees or their heirs as may be necessary to permit the construction and maintenance of said drainage ditch upon the payment of adequate damages therefor.

That the Secretary of the Interior is hereby authorized to approve the assessments upon all other restricted allotments located within any proposed drainage district located and made under the laws of the State of Nebraska.

That in the event any allottees shall receive a patent in fee to any allotment of land in any lawfully constituted drainage district within the State of Nebraska before the United States shall have been wholly reimbursed as herein provided, the amount remaining unpaid shall become a first lien on such allotment, and the fact of such lien shall be recited on the face of each patent in fee issued and the amount of the lien set forth thereon, and the receipt of the Secretary of the Interior, or of the officer, agent, or employee duly authorized by him for that purpose, for the payment of the amount assessed against any allotment as herein provided shall, when duly recorded by the recorder of deeds in the county wherein the land is located, operate as a satisfaction of such lien.

That the Secretary of the Interior is hereby authorized to perform any and all acts and to make such rules and regulations as may be necessary and proper for the purpose of carrying these provisions into full force and effect.

NEVADA.

SEC. 13. For support and civilization of Indians in Nevada, including pay of employees, \$18,500.

For support and education of two hundred and ninety Indian pupils at the Indian school at Carson City, Nevada, including pay of superintendent, \$50,430; for general repairs and improvements, \$8,000; for irrigating school farm, \$4,000; in all, \$62,430.

For the purpose of procuring home and farm sites, with adequate water rights, and providing agricultural equipment and instruction and other necessary supplies for the nonreservation Indians in the State of Nevada, \$15,000: *Provided*, That no part of this appropriation shall be expended for mileage, salaries, or expenses of employees.

For the improvement, enlargement, and extension of the irrigation diversion and distribution system to irrigate approximately three thousand three hundred acres of Indian land on the Pyramid Lake Reservation, Nevada, \$30,000, reimbursable from any funds of said Indians now or hereafter available, and to remain available until expended: *Provided*, That the cost of said entire work shall not exceed \$85,000.

For the purchase of land and water rights for the Washoe Tribe of Indians, the title to which is to be held in the United States for the benefit of said Indians, \$10,000, to be immediately available; for the support and civilization of said Indians, \$5,000; in all, \$15,000.

NEW MEXICO.

SEC. 14. For support and education of four hundred and fifty Indian pupils at the Indian school at Albuquerque, New Mexico, and for pay of superintendent, \$77,400; for general repairs and improvements, \$8,000; for the purchase of additional acreage adjoining or in the vicinity of the school farm, \$12,000; in all, \$97,400.

For support and education of three hundred and fifty Indian pupils at the Indian school at Santa Fe, New Mexico, and for pay of superintendent, \$59,550; for general repairs and improvements, \$6,000; for water supply, \$1,600; for the construction of an assembly hall and gymnasium, \$25,000; in all, \$92,150.

For the pay of one special attorney for the Pueblo Indians of New Mexico, to be designated by the Secretary of the Interior, and for necessary traveling expenses of said attorney, \$2,000, or so much thereof as the Secretary of the Interior may deem necessary.

For construction work on the Indian highway extending from the Mesa Verde National Park to Gallup, New Mexico, on the Navajo Reservation, \$15,000, said sum to be reimbursed from any funds which are now or may hereafter be placed in the Treasury to the credit of said Indians: *Provided*, That such sum shall be expended under the direction of the Secretary of the Interior in such manner and at such times and places as he may deem proper, and in the employment of Indian labor as far as possible for the construction of said highway.

NEW YORK.

SEC. 15. For fulfilling treaties with Senecas of New York: For permanent annuity in lieu of interest on stock (Act of February nineteenth, eighteen hundred and thirty-one), \$6,000.

For fulfilling treaties with Six Nations of New York: For permanent annuity, in clothing and other useful articles (article six, treaty of November eleventh, seventeen hundred and ninety-four), \$4,500.

NORTH CAROLINA.

SEC. 16. For support and education of one hundred and eighty Indian pupils at the Indian school at Cherokee, North Carolina, including pay of superintendent, \$30,000; for general repairs and improvements, \$6,000; in all, \$36,000.

NORTH DAKOTA.

SEC. 17. For support and civilization of the Sioux of Devils Lake, North Dakota, including pay of employees, \$5,000.

For support and civilization of Indians at Fort Berthold Agency, in North Dakota, including pay of employees, \$15,000.

For support and civilization of Turtle Mountain Band of Chippewas, North Dakota, including pay of employees, \$11,000.

For support and education of one hundred and twenty-five Indian pupils at the Indian school, Bismarck, North Dakota, including pay of superintendent, \$22,175; for general repairs and improvements, \$4,000; for boys' dormitory, \$30,000; in all, \$56,175.

For support and education of four hundred Indian pupils at Fort Totten Indian School, Fort Totten, North Dakota, and for pay of superintendent, \$68,500; sinking wells and making improvements of the water system, \$4,000, to be immediately available; for barn, \$5,000; for general repairs and improvements, \$5,000; in all, \$82,500.

For support and education of two hundred and twenty Indian pupils at the Indian school, Wahpeton, North Dakota, and pay of superintendent, \$38,540; for general repairs and improvements, \$5,000; for new school building, \$20,000; in all, \$63,540.

The Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States, from time to time, in his discretion, all moneys derived from the sale and disposition of surplus lands, within the limits of the former Fort Berthold Indian Reserva-

tion, North Dakota, arising under the provisions of the Act approved June first, nineteen hundred and ten (Thirty-sixth Statutes at Large, page four hundred and fifty-five), together with the accrued interest thereon, and distribute the same per capita to the Indians entitled thereto in the following manner, to wit: To competent Indians in cash share and share alike and to incompetent Indians by depositing equal shares to their individual credit in banks bonded and designated as depositories for individual Indian moneys, subject to expenditure for the benefit of the Indians entitled under such rules as the Secretary of the Interior may prescribe, and hereafter annual distributions shall similarly be made of funds accruing under the provisions of the act herein referred to.

To enable the Secretary of the Interior to redeem a mortgage on the allotment selection of Starr McGillis, a Turtle Mountain Chippewa Indian, described as the northwest quarter of section thirty-four, township one hundred and sixty-four north, range seventy west of the fifth principal meridian, North Dakota, \$1,500, or so much thereof as may be necessary.

To enable the Secretary of the Interior to reimburse Benson County, North Dakota, for moneys actually paid to the State of North Dakota for care and maintenance of insane Indians at the State insane asylum, as follows: Joseph Langer, \$457.44; Mary J. Pejihutaskana, \$410; Alfred Littlewind, \$630; in all, \$1,497.44.

For the erection of a headstone to mark the grave of Scarlet Crow, a Sioux Indian chief of the Wahpeton Tribe, who was buried March thirteenth, eighteen hundred and sixty-seven, in the Congressional Cemetery, Washington, District of Columbia, in a grave marked "76-R. A. 22," \$100.

OKLAHOMA.

SEC. 18. For support and civilization of the Wichitas and affiliated bands who have been collected on the reservations set apart for their use and occupation in Oklahoma, including pay of employees, \$5,000.

The Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States, at his discretion, the sum of \$25,000, or so much thereof as may be necessary, of the funds on deposit to the credit of the Kiowa, Comanche, and Apache Tribes of Indians in Oklahoma, for the support of the agency and pay of employees maintained for their benefit.

That the Secretary of the Interior be and he is hereby, authorized to withdraw from the Treasury of the United States, at his discretion, the sum of \$250,000, or so much thereof as may be necessary, of the funds on deposit to the credit of the Kiowa, Comanche, and Apache Tribes of Indians in Oklahoma, and pay out the same for the benefit of the members of said tribes for their maintenance and support, and improvement of their homesteads, for the ensuing year, in such manner and under such regulations as he may prescribe: *Provided*, That the Secretary of the Interior shall report to Congress on the first Monday in December, nineteen hundred and seventeen, a detailed statement as to all moneys expended as provided for herein.

For support and civilization of the Cheyennes and Arapahoes who have been collected on the reservations set apart for their use and occupation in Oklahoma, including pay of employees, \$35,000.

For support and civilization of the Kansas Indians, Oklahoma, including pay of employees, \$1,500.

For support and civilization of the Kickapoo Indians in Oklahoma, including pay of employees, \$2,000.

For support and civilization of the Ponca Indians in Oklahoma and Nebraska, including pay of employees, \$8,000.

For support and education of five hundred Indian pupils at the Indian school at Chilocco, Oklahoma, including pay of superintendent, \$86,250; for general repairs and improvements, \$7,000; in all, \$93,250.

For fulfilling treaties with Pawnees, Oklahoma: For perpetual annuity, to be paid in cash to the Pawnees (article three, agreement of November twenty-third, eighteen hundred and ninety-two), \$30,000; for support of two manual labor schools (article three, treaty of September twenty-fourth, eighteen hundred and fifty-seven), \$10,000; for pay of one farmer, two blacksmiths, one miller, one engineer and apprentices, and two teachers (article four, same treaty), \$5,400; for purchase of iron and steel and other necessities for the shops (article four, same treaty), \$500; for pay of physician and purchase of medicines, \$1,200; in all, \$47,100.

For support of Quapaws, Oklahoma: For education (article three, treaty of May thirteenth, eighteen hundred and thirty-three), \$1,000; for blacksmith and assistants, and tools, iron, and steel for blacksmith shop (same article and treaty), \$500; in all, \$1,500: *Provided*, That the President of the United States shall certify the same to be for the best interests of the Indians.

That the unexpended balance of \$9,533.38 is hereby reappropriated and made available for continuing the relief and settlement of the Apache Indians formerly confined as prisoners of war on the Fort Sill Military Reservation, Oklahoma, for the purchase of allotments in Oklahoma, as provided for in the Act of June thirtieth, nineteen hundred and thirteen (Thirty-eight Statutes at Large, page seventy-seven), for the three adult heads of families who have not heretofore received allotments.

That the Atchison, Topeka and Santa Fe Railway Company be, and is hereby, authorized to reconstruct its line of railroad through the Chilocco Indian School Reservation in the State of Oklahoma to eliminate, where necessary, existing heavy grades and curves, and for such purpose to acquire the necessary right of way, not exceeding two hundred feet in width, subject to the approval of the Secretary of the Interior and to the payment for the land so taken and occupied by such new right of way of such an amount as may be determined by the Secretary of the Interior to be fair and adequate compensation therefor, including all damage which may be caused by the reconstruction of said line of railroad to adjoining lands, crops, and other improvements, said amount to be paid to the Secretary of the Interior for the use and benefit of the Chilocco Indian School.

FIVE CIVILIZED TRIBES.

SEC. 19. For expenses of administration of the affairs of the Five Civilized Tribes, Oklahoma, and the compensation of employees, \$185,000, of which \$10,000 shall be immediately available.

That the Secretary of the Interior be, and he is hereby, authorized to pay to the enrolled members of the Choctaw and Chickasaw Tribes of Indians of Oklahoma entitled under existing law to share in the funds of said tribes, or to their lawful heirs, out of any moneys belonging to said tribes in the United States Treasury or deposited in any bank or held by any official under the jurisdiction of the Secretary of the Interior, not to exceed \$300 per capita, in the case of the Choctaws, and \$200 per capita in the case of the Chickasaws, said payment to be made under such rules and regulations as the Secretary of the Interior may prescribe: *Provided*, That in cases where such enrolled members, or their heirs, are Indians who by reason of their degree of Indian blood belong to the restricted class, the Secretary of the Interior may, in his discretion, withhold such payments and use the same for the benefit of such restricted Indians: *Provided further*, That the money paid to the enrolled members as provided herein shall be exempt from any lien for attorneys' fees or other debt contracted prior to the passage of this Act except that the Secretary of the Interior is hereby authorized within thirty days after the passage of this Act, to investigate claims not to exceed \$1,950 growing out of contracts alleged to be in existence between John Calvin Gray, William T. Lancaster, Arthur Jennings and Clyde Jennings, as enrolled members of the Choctaw or Chickasaw Nations, and Henry W. Blair, Kappler and Merillat, James K. Jones, Charles M. Fechheimer and Eugene Hamilton, as attorneys, and in case such claims are found to be valid and the contracts approved in accordance with existing law, the said Secretary of the Interior may, in his discretion apply any amounts that may be found due under this paragraph to the aforesaid enrolled members of the Choctaw or Chickasaw Nations to the payment of such fee, but the amounts due hereunder to other enrolled members of the Choctaw and Chickasaw Nations shall not be held in abeyance to this claim but shall be paid promptly without reference to same: *Provided further*, That the Secretary of the Interior is hereby authorized to use not to exceed \$8,000 out of the Chickasaw and Choctaw Tribal funds for the expenses and the compensation of all necessary employees for the distribution of the said per capita payments. That the Secretary of the Interior be, and he is hereby, authorized to pay to the enrolled members of the Seminole Tribe of Indians of Oklahoma entitled under existing law to share in the funds of said tribe, or to their lawful heirs, out of any moneys belonging to said tribe in the United States Treasury or deposited in any bank or held by any official under the jurisdiction of the Secretary of the Interior, \$300 per capita: *Provided*, That said payment shall be made under such rules and regulations as the Secretary of the Interior may prescribe: *Provided further*, That in cases where such enrolled members or their heirs are Indians who belong to the restricted class, the Secretary of the Interior may, in his discretion, withhold such payments and use the same for the benefit of such restricted Indians: *Provided further*, That the money paid to the enrolled members or their heirs as provided herein shall be exempt from any lien for attorneys' fees or other debt contracted prior to the passage of this Act. There is hereby appropriated a sum not to exceed \$2,000 out of the funds of said Seminole Tribe for the payment of salaries and other expenses of said per capita payment or payments.

For salaries and expenses of such attorneys and other employees as the Secretary of the Interior may, in his discretion, deem necessary in probate matters affecting allottees or their heirs in the Five Civilized Tribes and in the several tribes of the Quapaw Agency, and for the costs and other necessary expenses incident to suits instituted or conducted by such attorneys, \$85,000.

For the support, continuance, and maintenance of the Cherokee Orphan Training School, near Tahlequah, Oklahoma, for the orphan Indian children of the Five Civilized Tribes belonging to the restricted class, to be conducted as an industrial school under the direction of the Secretary of the Interior, including repairs and improvements, \$40,000: *Provided*, That the unexpended balance of \$7,500 appropriated by the Act of August first, nineteen hundred and fourteen, is hereby reappropriated for the purchase of additional land, not to exceed sixty acres.

The sum of \$275,000, to be expended in the discretion of the Secretary of the Interior, under rules and regulations to be prescribed by him, in aid of the common schools in the Cherokee, Creek, Choctaw, Chickasaw, and Seminole Nations and the Quapaw Agency in Oklahoma, during the fiscal year ending June thirtieth, nineteen hundred and seventeen: *Provided*, That this appropriation shall not be subject to the limitation in section one of this Act limiting the expenditure of money to educate children of less than one-fourth Indian blood.

That the Secretary of the Interior be, and he is hereby, authorized to use not exceeding \$35,000 of the proceeds of sales of unallotted lands and other tribal property belonging to any of the Five Civilized Tribes for payment of salaries of employees and other expenses of advertising and sale in connection with the further sales of such tribal lands and property, including the advertising and sale of the land within the segregated coal and asphalt area of the Choctaw and Chickasaw Nations, or of the surface thereof as provided for in the Act of Congress approved February nineteenth, nineteen hundred and twelve (Thirty-seventh United States Statutes at Large, page sixty-seven), and of the improvements thereon, which is hereby expressly authorized, and for other work necessary to a final settlement of the affairs of the Five Civilized Tribes: *Provided*, That not to exceed \$10,000 of such amount may be used in connection with the collection of rents of unallotted lands and tribal buildings: *Provided further*, That during the fiscal year ending June thirtieth, nineteen hundred and seventeen, no moneys shall be expended from tribal funds belonging to the Five Civilized Tribes without specific appropriation by Congress, except as follows: Equalization of allotments, per capita and other payments authorized by law to individual members of the respective tribes, tribal and other Indian schools for the current fiscal year under existing law, salaries and contingent expenses of governors, chiefs, assistant chiefs, secretaries, interpreters, and mining trustees of the tribes for the current fiscal year at salaries at the rate heretofore paid, and attorneys for said tribes employed under contract approved by the President, under existing law, for the current fiscal year: *Provided further*, That the Secretary of the Interior is hereby authorized to pay the cost of maintenance during the current fiscal year of the tribal and other schools and to continue during the ensuing fiscal year the tribal and other schools among the Choctaw, Chickasaw, Creek, and Seminole Tribes from the tribal funds of those nations,

within his discretion and under such rules and regulations as he may prescribe: *And provided further*, That the Secretary of the Interior is hereby empowered, during the fiscal year ending June thirtieth, nineteen hundred and seventeen, to expend funds of the Chickasaw, Choctaw, Creek, and Seminole Nations available for school purposes under existing law for such repairs, improvements, or new buildings as he may deem essential for the proper conduct of the several schools of said tribes.

For fulfilling treaties with Choctaws, Oklahoma: For permanent annuity (article two, treaty of November sixteenth, eighteen hundred and five, and article thirteen, treaty of June twenty-second, eighteen hundred and fifty-five), \$3,000; for permanent annuity for support of light-horsemen (article thirteen, treaty of October eighteenth, eighteen hundred and twenty, and article thirteen, treaty of June twenty-second, eighteen hundred and fifty-five), \$600; for permanent annuity for support of blacksmith (article six, treaty of October eighteenth, eighteen hundred and twenty, and article nine, treaty of January twentieth, eighteen hundred and twenty-five, and article thirteen, treaty of June twenty-second, eighteen hundred and fifty-five), \$600; for permanent annuity for education (article two, treaty of January twentieth, eighteen hundred and twenty-five, and article thirteen, treaty of June twenty-second, eighteen hundred and fifty-five), \$6,000; for permanent annuity for iron and steel (article nine, treaty of January twentieth, eighteen hundred and twenty-five, and article thirteen, treaty of June twenty-second, eighteen hundred and fifty-five), \$320; in all, \$10,520.

For the salaries and expenses of not to exceed six oil and gas inspectors, under the direction of the Secretary of the Interior, to supervise oil and gas mining operations on allotted lands leased by members of the Five Civilized Tribes from which restrictions have not been removed, and to conduct investigations with a view to the prevention of waste, \$15,000.

That the Secretary of the Interior is hereby authorized to acquire on behalf of the Choctaw Nation, Oklahoma, by purchase or otherwise, such lands or easements as shall be necessary for the purpose of a roadway leading from Wheelock Academy, Choctaw Nation, Oklahoma, to the public highway, and to expend therefor not to exceed \$150, from Choctaw tribal funds.

That the Secretary of the Interior be, and he is hereby, authorized to effectuate a compromise settlement of the suit of the United States against E. Dowden and others decided adversely to the Government on January fourth, nineteen hundred and fifteen, by the United States Circuit Court of Appeals for the Eighth Circuit and now pending on appeal in the Supreme Court of the United States, and for said purpose to purchase whatever right, title, and interest that said E. Dowden may have in or to the land involved in said suit, said land being situated within the area segregated for town-site purposes at Tuttle Oklahoma, and to take such other action as may be necessary to quiet the title in the Choctaw and Chickasaw Nations to said land and in the purchasers from said nations at the Government sale of the town lots, and for the above purpose the sum of \$57,500, together with interest thereon at the rate of six per centum per annum from February twenty-fourth, nineteen hundred and sixteen, to date of settlement, is hereby appropriated, out of any money in the Treasury of

the United States not otherwise appropriated: *Provided*, That the United States is to be reimbursed to the extent of the proceeds heretofore derived, or which may hereafter be derived, from the sale of the town lots within the area affected by such compromise settlement.

OREGON.

SEC. 20. For support and civilization of Indians of the Klamath Agency, Oregon, including pay of employees, \$6,000.

For support and civilization of the confederated tribes and bands, under Warm Springs Agency, Oregon, including pay of employees, \$4,000.

For support and civilization of the Indians of the Umatilla Agency, Oregon, including pay of employees, \$3,000.

For support and education of six hundred Indian pupils, including native Indian pupils brought from Alaska, at the Indian school, Salem, Oregon, including pay of superintendent, \$102,000; for general repairs and improvements, \$12,000; for remodeling sewer system, \$5,000; for three high-pressure steam boilers, \$7,200: *Provided*, That the unused balance of \$9,830 of the amount appropriated by the Act of August first, nineteen hundred and fourteen (Thirty-eighth Statutes at Large, page six hundred and two), and an additional amount of \$2,500 may be expended for an addition to the assembly hall; in all, \$128,700.

For support and civilization of Indians at Grande Ronde and Siletz Agencies, Oregon, including pay of employees, \$4,000: *Provided*, That section three of an Act entitled "An Act to authorize the sale of certain lands belonging to the Indians of the Siletz Indian Reservation in the State of Oregon," approved May thirteenth, nineteen hundred and ten, be, and the same is hereby, amended by striking out all of said section and inserting in lieu thereof the following:

"SEC. 3. That when such lands are surveyed and platted, they shall be appraised and sold, except land reserved for water-power sites as provided in section two of this Act, under the provisions of the Revised Statutes covering the sale of town sites located on the public domain. That the proceeds derived from the sale of any lands hereunder, after reimbursing the United States for the expense incurred in carrying out the provisions of this Act, shall be paid, share and share alike, to the enrolled members of the tribe."

For construction, maintenance, and operation of the Modoc Point irrigation system within the Klamath Indian Reservation, in the State of Oregon, \$20,000, reimbursable in accordance with the provisions of the Act of March third, nineteen hundred and eleven: *Provided*, That the limit of cost of said project fixed by the Act of August twenty-fourth, nineteen hundred and twelve, is hereby changed from \$155,000 to \$170,000.

That the sum of \$1,000, or so much thereof as may be necessary, of the tribal funds of the Klamath Indians of the State of Oregon, is hereby appropriated to pay the actual expenses of the two delegates of the said tribe who have been elected by the general council of the Klamath Indians to attend to the business of the tribe and pay their expenses to Washington in February and March, nineteen hundred and sixteen, to present the affairs of the said Klamath Indians of the State of Oregon to the officials of the United States.

The Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States the sum of \$3,000, or so much thereof as may be necessary, of the funds on deposit to the credit of the Klamath Indians of the State of Oregon, and use the same for the construction of a bridge across the Williamson River, on the Klamath Indian Reservation, Oregon, under such rules and regulations as he may prescribe.

For the construction of two bridges on the Umatilla Indian Reservation, in Oregon, suitable for wagon and other purposes, across the Umatilla River, at a limit of cost of \$28,000, the first at or near Thorn Hollow Station, the second at or near Mission Station, the sum of \$18,666 is hereby appropriated to be expended under the direction of the Secretary of the Interior and to be reimbursable from any funds now or hereafter placed in the Treasury to the credit of said Indians: *Provided*, That no part of the money herein appropriated shall be expended until the Secretary of the Interior shall have obtained from the proper authorities of the State of Oregon, or from the county of Umatilla, at least one-third of the cost of said bridges, and that the proper authorities of the said State of Oregon or the said county of Umatilla shall assume full responsibility for, and agree at all times to maintain and repair, said bridges and construct and maintain the approaches thereto: *Provided further*, That any and all expenses above the amount herein named in connection with the building and maintenance of said bridges shall be borne by the said State of Oregon or the said county of Umatilla.

•PENNSYLVANIA.

SEC. 21. For support and education of Indian pupils at the Indian school at Carlisle, Pennsylvania, including pay of superintendent, \$132,000; for general repairs and improvements, \$20,000; in all, \$152,000.

SOUTH DAKOTA.

SEC. 22. For support and education of three hundred and sixty-five Indian pupils at the Indian school at Flandreau, South Dakota, and for pay of superintendent, \$61,500; for general repairs and improvements, \$6,000; in all, \$67,500: *Provided*, That the unexpended balance of \$1,607.44 appropriated by the Act approved August first, nineteen hundred and fourteen, for repairing buildings and replacing equipment destroyed or damaged by the tornado of June tenth, nineteen hundred and fourteen, at Flandreau Indian School, South Dakota, is hereby reappropriated and made immediately available for the purchase and installation of a water tank and the purchase of dairy cattle for said school.

For support and education of two hundred and fifty Indian pupils at the Indian school at Pierre, South Dakota, including pay of superintendent, \$43,750; for general repairs and improvements, \$6,000; for steel water tank, \$2,000; for new boilers and installation thereof, \$3,000; for addition to shop building, \$1,000; for barn, \$5,000; in all \$60,750.

For support and education of two hundred and fifty Indian pupils at the Indian school, Rapid City, South Dakota, including pay of

superintendent, \$48,500; for general repairs and improvements, \$5,000; for new school building, \$30,000; in all, \$83,500.

For support of Sioux of different tribes, including Santee Sioux of Nebraska, North Dakota, and South Dakota: For pay of five teachers, one physician, one carpenter, one miller, one engineer, two farmers, and one blacksmith (article thirteen, treaty of April twenty-ninth, eighteen hundred and sixty-eight), \$10,400; for pay of second blacksmith, and furnishing iron, steel, and other material (article eight of same treaty), \$1,600; for pay of additional employees at the several agencies for the Sioux in Nebraska, North Dakota, and South Dakota, \$95,000; for subsistence of the Sioux, other than the Rosebud, Cheyenne River, and Standing Rock Tribes, and for purposes of their civilization (Act of February twenty-eighth, eighteen hundred and seventy-seven), \$200,000: *Provided*, That this sum shall include transportation of supplies from the termination of railroad or steamboat transportation, and in this service Indians shall be employed whenever practicable; in all, \$307,000.

For support and maintenance of day and industrial schools among the Sioux Indians, including the erection and repairs of school buildings, \$200,000, in accordance with the provisions of article five of the agreement made and entered into September twenty-sixth, eighteen hundred and seventy-six, and ratified February twenty-eighth, eighteen hundred and seventy-seven (Nineteenth Statutes, page two hundred and fifty-four).

The Secretary of the Interior is hereby authorized and directed to cause investigation to be made as to the probable cost of providing on the various Sioux Indian Reservations adequate school facilities for the children of the Sioux Tribes who are now without Government or public school facilities on the respective reservations, and to make a report thereof to Congress on or before the first Monday in January, nineteen hundred and seventeen, together with a complete and detailed statement of the per capita cost per annum, including mileage paid, now expended for the education of the Sioux Indian children in all the schools, whether on or off the respective reservations, and there is hereby appropriated for the expense of such investigation and report the sum of \$1,000, or so much thereof as may be necessary, to be immediately available.

For subsistence and civilization of the Yankton Sioux, South Dakota, including pay of employees, \$14,000.

For the equipment and maintenance of the asylum for insane Indians at Canton, South Dakota, for incidental and all other expenses necessary for its proper conduct and management, including pay of employees, repairs, improvements, and for necessary expense of transporting insane Indians to and from said asylum, \$45,000.

For a proportionate share of the amount required to construct a wagon road or highway through the Standing Rock Indian Reservation in Corson County, South Dakota, from a point on the Missouri River north of Pontis, South Dakota, thence in a northwesterly direction to the town of Tatanka, the sum of \$5,000, in accordance with the report of the Secretary of the Interior of December seventh, nineteen hundred and fourteen, made in pursuance of the provisions of section twenty of the Act entitled "An Act making appropriations for the current and contingent expenses of the Bureau of Indian Affairs, for fulfilling treaty stipulations with various Indian tribes,

and for other purposes, for the fiscal year ending June thirtieth, nineteen hundred and fifteen," approved August first, nineteen hundred and fourteen: *Provided*, That such sum shall be expended under the direction of the Secretary of the Interior in such manner and at such times as he may deem proper, in the employment of Indian labor for the construction of said road or highway, and that the same shall be reimbursable from the Standing Rock Reservation three per centum fund under the Act of February fourteenth, nineteen hundred and thirteen (Thirty-seventh Statutes at Large, page six hundred and seventy-five).

UTAH.

SEC. 23. For support and civilization of Confederate Bands of Utes: For pay of two carpenters, two millers, two farmers, and two blacksmiths (article fifteen, treaty of March second, eighteen hundred and sixty-eight), \$6,720; for pay of two teachers (same article and treaty), \$1,800; for purchase of iron and steel and the necessary tools for blacksmith shop (article nine, same treaty), \$220; for annual amount for the purchase of beef, mutton, wheat, flour, beans, and potatoes, or other necessary articles of food and clothing, and farming equipment (article twelve, same treaty), \$30,000; for pay of employees at the several Ute agencies, \$15,000; in all, \$53,740.

For the support and civilization of detached Indians in Utah, including pay of employees, \$10,000.

The Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States, within his discretion, the sum of \$300,000 of the principal funds to the credit of the Confederate Bands of Ute Indians and to expend the sum of \$50,000 of said amount for the benefit of the Ute Mountain (formerly Navajo Springs) Band of said Indians in Colorado, and the sum of \$200,000 of said amount for the Uintah, White River, and Uncompahgre Bands of Ute Indians in Utah, and the sum of \$50,000 of said amount for the Southern Ute Indians in Colorado, which sums shall be charged to said bands, and the Secretary of the Interior is also authorized to withdraw from the Treasury the accrued interest to and including June thirtieth, nineteen hundred and sixteen, on the funds of the said Confederate Bands of Ute Indians appropriated under the Act of March fourth, nineteen hundred and thirteen (Thirty-seventh Statutes at Large, page nine hundred and thirty-four), and to expend or distribute the same for the purpose of promoting civilization and self-support among the said Indians, under such regulations as the Secretary of the Interior may prescribe: *Provided*, That the Secretary of the Interior shall report to Congress, on the first Monday in December, nineteen hundred and seventeen, a detailed statement as to all moneys expended as provided for herein.

To carry into effect the provision of article nine of the treaty of March second, eighteen hundred and sixty-eight (Fifteenth Statutes at Large, page six hundred and nineteen), with the Confederate Bands of Ute Indians, for furnishing seeds and agricultural implements, the sum of \$10,000, or so much thereof as may be necessary.

For a proportionate share of the amount required to construct an interstate wagon road or highway through the Kaibab Indian Reservation, Utah, the sum of \$9,000: *Provided*, That such sum shall be

expended under the direction of the Secretary of the Interior in such manner and at such times as he may deem proper in the employment of Indian labor for the construction of said road or highway, reimbursable out of any funds now or hereafter placed to the credit of said Indians in the Treasury of the United States.

For continuing the construction of lateral distributing systems to irrigate the allotted lands of the Uncompahgre, Uintah, and White River Utes, in Utah, and to maintain existing irrigation systems, authorized under the Act of June twenty-first, nineteen hundred and six, reimbursable as therein provided, \$40,000, to remain available until expended.

To reimburse the board of education of Box Elder County, State of Utah, for education of twenty-three Indian pupils at the Washakie School, Box Elder County, during the school year of nineteen hundred and thirteen and nineteen hundred and fourteen, and for the education of twenty-one Indian pupils at the same school during the school year of nineteen hundred and fourteen and nineteen hundred and fifteen, \$1,684.

For the education of twenty-two Indian pupils at the Indian school at Washakie, Box Elder County, for the school year nineteen hundred and fifteen and nineteen hundred and sixteen, or so much thereof as may be necessary, \$832.

The Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States the sum of \$1,000, or so much thereof as may be necessary, of the funds on deposit to the credit of the Uintah Tribe of Indians, in the State of Utah, and to use the same to protect the north abutment of the Government bridge at Myton, Utah, under such rules and regulations as he may prescribe, said sum to be immediately available.

WASHINGTON.

SEC. 24. For support and civilization of the D'Wamish and other allied tribes in Washington, including pay of employees, \$7,000.

For support and civilization of the Makahs, including pay of employees, \$2,000.

For support and civilization of Qui-nai-elts and Quil-leh-utes, including pay of employees, \$1,000.

For support and civilization of Indians at Yakima Agency, including pay of employees, \$3,000.

For support and civilization of Indians at Colville, Taholah, Puyallup, and Spokane Agencies, including pay of employees, and for purchase of agricultural implements, and support and civilization of Joseph's Band of Nez Perce Indians in Washington, \$13,000.

For support of Spokanes in Washington (article six of agreement with said Indians, dated March eighteenth, eighteen hundred and eighty-seven, ratified by Act of July thirteenth, eighteen hundred and ninety-two), \$1,000.

For operation and maintenance of the irrigation system on lands allotted to Yakima Indians in Washington, \$15,000, reimbursable in accordance with the provisions of the Act of March first, nineteen hundred and seven: *Provided*, That money received under agreements for temporary water supply may be expended under the direction of the Secretary of the Interior for maintenance and improvement of the irrigation system on said lands.

For support and education of three hundred and fifty Indian pupils at the Cushman Indian School, Tacoma, Washington, including repairs and improvements, and for pay of superintendent, \$50,000, said appropriation being made to supplement the Puyallup school funds used for said school.

For construction of a dam across the Yakima River for the diversion and utilization of water provided for forty acres of each Indian allotment on the Yakima Reservation, Washington, and such other water supply as may be available or obtainable for the irrigation of a total of one hundred and twenty thousand acres of allotted Indian land on said reservation, and for beginning the enlargement and extension of the distribution and drainage system on said reservation, \$200,000, to be immediately available and to remain available until expended: *Provided*, That the cost of the entire diversion works and distribution and drainage system shall be reimbursed to the United States by the owners of the lands irrigable thereunder in not to exceed twenty annual payments, and the Secretary of the Interior may fix operation and maintenance charges, which shall be paid as he may direct.

In the apportionment of charges against Indians, due allowance shall be made for such amounts as may have been repaid the United States on account of reimbursable appropriations heretofore made for this project, and for the construction of the irrigation system prior to the passage of the Act of December twenty-first, nineteen hundred and four (Thirty-third Statutes at Large, page five hundred and ninety-five), as therein provided. All charges against Indian allottees herein authorized unless otherwise paid may be paid from individual shares in the tribal fund when the same is available for distribution, and if any allottee shall receive patent in fee to his allotment before the amount so charged against him has been paid to the United States, then such amount remaining unpaid shall be and become a lien upon his allotment, and the fact of such lien shall be recited in such patent and may be enforced by the Secretary of the Interior by foreclosure as a mortgage, and should any Indian sell any part of his allotment with the approval of the Secretary of the Interior, the amount of any unpaid charges against the land sold shall be and becomes a first lien thereon and may be enforced by Secretary of the Interior by foreclosure as a mortgage, and delivery of water to such land may be refused within the discretion of the Secretary of the Interior until all dues are paid: *Provided further*, That no right to water or to the use of any irrigation ditch or other structure on said reservation shall vest or be allowed until the owner of the land to be irrigated as herein provided shall comply with such rules and regulations as the Secretary of the Interior may prescribe, and he is hereby authorized to prescribe such rules and regulations as he may determine proper for making effective the foregoing provisions, and to require of owners of lands in fee such security for the reimbursement herein required as he may determine necessary, and to refuse delivery of water to any tract of land until the owners thereof shall have complied therewith.

For the third installment in payment of \$635,000 for water supply for irrigation of forty acres of each Indian allotment on the Yakima Indian Reservation irrigation system in the State of Washington, provided by the Act of August first, nineteen hundred and fourteen (Thirty-eighth Statutes at Large, page six hundred and four), \$100,000 to be covered into the reclamation fund.

That the Secretary of the Interior be, and he is hereby, authorized to patent to the Washington State Historical Society, for memorial and park purposes, the following-described lands in the diminished Colville Indian Reservation, in the State of Washington, to wit: A tract of land not exceeding four acres in area located in the northwest corner of lot two of section seventeen, the precise description of said tract to be determined by said Washington Historical Society and the Secretary of the Interior prior to the issuance of the patent therefor, and lot seven, containing twenty and ninety one-hundredths acres of section twenty-one, all in township thirty north, range twenty-five east of the Willamette meridian, in Washington: *Provided*, That the lands hereby granted shall be paid for by the said society at their appraised value, to be ascertained in such manner as the Secretary of the Interior may prescribe, and the proceeds thereof placed in the Treasury of the United States to the credit of the Indians belonging on the reservation of which the lands herein described are a part: *Provided further*, That the lands hereby granted shall be subject for a period of twenty-five years to all the laws of the United States prohibiting the introduction of intoxicants into the Indian country.

That the Secretary of the Interior be, and he hereby is, authorized to sell and dispose of not to exceed twenty acres of that portion of the lands situated on the north side of and within the limits of the abandoned Fort Spokane Military Reservation, State of Washington, not necessary for hospital purposes, as provided for in the Act approved August first, nineteen hundred and fourteen (Thirty-eighth Statutes at Large, page five hundred and eighty-four), at not less than the appraised value thereof, and to place the proceeds thereof in the Treasury of the United States to the credit of the Spokane Indians in said State.

That there be, and hereby is, granted to school district numbered fifty-six, Klickitat County, Washington, the northwest quarter of the northwest quarter of the northeast quarter of the northeast quarter of section eleven, township six north, range fourteen east of the Willamette meridian, containing two and one-half acres, now used as a public school site by said district, and being a part of the Yakima Indian Reservation, and the Secretary of the Interior is authorized to issue patent to said district for said lands, the same to be used for school purposes.

That the Secretary of the Interior be, and he is hereby, authorized to make an allotment of not more than eighty acres of land within the diminished Colville Indian Reservation in the State of Washington to Se-cum-ka-nullax in lieu of a portion of the Moses agreement allotment numbered thirty-six embraced within the homestead entry of Charles M. Hickerson.

That the Secretary of the Interior be, and he is hereby, authorized and directed to accept the homestead proof submitted by Charles M. Hickerson for that part of his homestead embraced within allotment numbered thirty-six to Se-cum-ka-nullax, of Chief Moses's Band of Indians, if the same is shown to be in compliance with the homestead laws, and the title of said Indian to that part of said allotment embraced within said entry is hereby extinguished.

The Secretary of the Interior is authorized and directed to lease to citizens of the United States for mining purposes unallotted

mineral lands on the diminished Spokane Reservation in the State of Washington for periods of twenty-five years with privileges of renewal, on such reasonable renewal conditions as may be determined by the Secretary of the Interior, and also with reasonable conditions to be fixed by the Secretary of the Interior providing for the prosecution of mining development and operation. Such leases shall be made to applicants in the order in which applications shall be made. Free opportunity shall be given for prospecting of the said lands, and rental shall be based upon mining production, and shall be reasonable, and the proceeds of rental shall be paid into the Spokane Indian tribal fund.

That there is hereby appropriated, out of any funds in the Treasury not otherwise appropriated, \$95,000, to be used by the Commissioner of Indian Affairs under the direction of the Secretary of the Interior, in the acquisition of water rights for the lands heretofore allotted to Indians, situated within the boundaries of the West Okanogan Valley irrigation district, Okanogan County, Washington, and for the payment of the proportionate operation and maintenance charges of the said district. The Secretary of the Interior is authorized to negotiate for said water rights and to pay therefor as he may deem appropriate, such part of the sum herein appropriated as he may determine to be necessary for the best interests of the Indians: *Provided*, That nothing herein contained shall be construed to authorize any lien or claims upon or against said allotted lands not herein specifically appropriated for: *Provided further*, That the amounts expended under this appropriation shall be reimbursed to the United States by the owners of the land on behalf of which such expenditure is made, upon such terms as the Secretary may prescribe, which shall be not less favorable to the Indians than the reimbursement required of settlers upon lands irrigated under the provisions of the Reclamation Act of June seventeenth, nineteen hundred and two (Thirty-second Statutes at Large, page three hundred and eighty-eight), and Acts amendatory thereof or supplementary thereto; and if any Indian shall sell his allotment or part thereof, or receive a patent in fee for the same, any amount of the charge made to secure reimbursement remaining unpaid at the time of such sale or issuance of patent shall be a lien on the land, and patents issued therefor shall recite the amount of such item.

WISCONSIN.

SEC. 25. For the support and education of two hundred and fifty Indian pupils at the Indian school at Hayward, Wisconsin, including pay of superintendent, \$43,350; for general repairs and improvements, \$5,000; for dairy barn, \$3,200; in all, \$51,550.

For support and education of two hundred and seventy-five Indian pupils at the Indian school, Tomah, Wisconsin, including pay of superintendent, \$47,625; for general repairs and improvements, \$6,000; for installing electric dynamo and switchboard for a lighting plant, \$2,500; in all, \$56,125.

For support and civilization of the Chippewas of Lake Superior, Wisconsin, including pay of employees, \$7,000.

For support, education, and civilization of the Pottawatomie Indians who reside in the State of Wisconsin, including pay of employees, \$7,000.

There is hereby appropriated the sum of \$95,000, to be used in addition to the tribal funds of the Stockbridge and Munsee Tribes of Indians, for the payment of the members of the Stockbridge and Munsee Tribes of Indians who were enrolled under the Act of Congress of March third, eighteen hundred and ninety-three, equal amounts to the amounts paid to the other members of said tribe prior to the enrollment under said Act, and such payments shall be made upon the certificate and order of the Commissioner of Indian Affairs upon claims being filed with him, showing to his satisfaction that such claimants, or the ancestors of such claimants, were enrolled under the Act of March third, eighteen hundred and ninety-three, entitled, "An Act for the relief of the Stockbridge and Munsee Tribes of Indians of the State of Wisconsin."

For the purchase of pure bred dairy cattle for the Oneida Indian School, Wisconsin, \$5,000.

For the support and civilization of those portions of the Wisconsin Band of Pottawatomie Indians residing in the States of Wisconsin and Michigan, and to aid said Indians in establishing homes on the lands purchased for them under the provisions of the Act of Congress approved June thirtieth, nineteen hundred and thirteen, \$100,000, or so much thereof as may be necessary, said sum to be reimbursed to the United States out of the appropriation, when made, of the principal due as the proportionate share of said Indians in annuities and moneys of the Pottawatomie Tribe in which they have not shared, as set forth in House Document Numbered Eight hundred and thirty (Sixtieth Congress, first session), and the Secretary of the Interior is hereby authorized to expend the said sum of \$100,000 in the clearing of land and the purchase of houses, building material, seed, animals, machinery, tools, implements, and other equipment and supplies necessary to enable said Indians to become self-supporting: *Provided*, That in order to train said Indians in the use and handling of money, not exceeding \$25,000 of the above appropriation may be paid to them per capita, or be deposited to their credit subject to expenditure in such manner and under such rules and regulations as the Secretary of the Interior may prescribe.

The Secretary of the Interior is hereby authorized to withdraw from the Treasury of the United States, in his discretion, the sum of \$300,000, or so much thereof as may be necessary, of the tribal funds of the Menominee Indians in Wisconsin, arising under the provisions of the Acts of June twelfth, eighteen hundred and ninety (Twenty-sixth Statutes at Large, page one hundred and forty-six), and March twenty-eighth, nineteen hundred and eight (Thirty-fifth Statutes at Large, page fifty-one), and to expend the same in the clearing of land, the erection of sanitary homes, and the purchase of building material, seed, teams, farming equipment, dairy stock, machinery, tools, implements, and other equipment and supplies necessary to enable said Indians to become self-supporting under such regulations as he may prescribe: *Provided*, That no lands shall be cleared for agricultural purposes, pursuant to the foregoing provision, excepting such lands as have been heretofore completely and wholly cut over.

Section three of the Act of March twenty-eighth, nineteen hundred and eight (Thirty-fifth Statutes at Large, page fifty-one), is hereby amended to read: "That the lumber, lath, shingles, crating, ties, piles, poles, posts, bolts, logs, bark, pulp wood, and other marketable

materials obtained from the forests on the Menominee Reservation shall be sold under such rules and regulations as the Secretary of the Interior may prescribe. The net proceeds of the sale of all forest products shall be deposited in the Treasury of the United States to the credit of the Menominee Tribe of Indians. Such proceeds shall bear interest at the rate of four per centum per annum, and the interest shall be used for the benefit of such Indians in such manner as the Secretary of the Interior shall prescribe."

That without bias or prejudice to the rights or interests of any party to the litigation now pending, the Secretary of the Interior be, and he hereby is, authorized to sell the timber on the so-called "school lands" and "swamp lands" within the boundaries of the Bad River and Lac du Flambeau Indian Reservations in Wisconsin, and to which the State of Wisconsin has asserted a claim; to keep a separate account of the proceeds of such sale with each legal subdivision of such land and to deposit the said proceeds at interest in a national bank, bonded for the safe-keeping of individual Indian moneys, to be paid over, together with the interest thereon, to the party or parties who shall finally be adjudged to be entitled to such fund: *Provided*, That the consent of the State or parties claiming title therefrom be obtained before any such sale shall be made.

With the consent of the Indians of the Lac Court Oreilles Tribe, to be obtained in such manner as the Secretary of the Interior may require, flowage rights on the unallotted tribal lands, and, with the consent of the allottee or of the heirs of any deceased allottee and under such rules and regulations as the Secretary of the Interior may prescribe, flowage rights on any allotted lands in the Lac Court Oreilles Reservation, in the State of Wisconsin, may be leased or granted for storage-reservoir purposes. The tribe, as a condition to giving its consent to the granting or leasing of flowage rights on tribal lands, and any allottee or the heirs of any deceased allottee, as a condition to giving his or their consent to the leasing or granting of flowage rights on their respective allotments, may determine, subject to the approval of the Secretary of the Interior, what consideration or rental shall be received for such flowage rights, and in what manner and for what purposes such consideration or rental shall be paid or expended; and the consideration or rental shall be paid or expended under such rules and regulations as the Secretary of the Interior may prescribe.

For the completion of the road on the Red Cliff Reservation, \$6,500, to be reimbursed out of the funds of the Indians of said reservation, under such rules, regulations, and conditions as the Secretary of the Interior may prescribe.

WYOMING.

SEC. 26. For support and civilization of Shoshone Indians in Wyoming, including pay of employees, \$15,000.

For support and education of one hundred and seventy-five Indian pupils at the Indian school, Shoshone Reservation, Wyoming, including pay of superintendent, \$31,025; for general repairs and improvements, \$5,000; in all, \$36,025.

For support of Shoshones in Wyoming: For pay of physician, teacher, carpenter, miller, engineer, farmer, and blacksmith (article ten, treaty of July third, eighteen hundred and sixty-eight), \$5,000;

for pay of second blacksmith, and such iron and steel and other materials as may be required, as per article eight, same treaty, \$1,000; in all, \$6,000.

For repairs at the old abandoned military post of Fort Washakie, on the Wind River Reservation, Wyoming, \$1,721.

For continuing the work of constructing an irrigation system within the diminished Shoshone or Wind River Reservation, in Wyoming, including the maintenance and operation of completed canals, \$50,000, reimbursable in accordance with the provisions of the Act March third, nineteen hundred and five, and to remain available until expended.

To enable the Secretary of the Interior to have prepared and submitted to Congress at the beginning of the next regular session plans and estimates of the character and cost of structures necessary for completing the irrigation of all of the irrigable lands of the Shoshone or Wind River Reservation, including the ceded lands of said reservation, in Wyoming, \$5,000.

For continuing the work of constructing roads and bridges within the diminished Shoshone or Wind River Reservation, in Wyoming, \$25,000, said sum to be reimbursed from any funds which are now or may hereafter be placed in the Treasury to the credit of said Indians.

For payment of salary and expenses of Joseph H. Norris as supervisor of Indian schools, October twenty-first to November eleventh, inclusive, nineteen hundred and twelve, \$257.

SEC. 27. On the first Monday in December, nineteen hundred and seventeen, and annually thereafter, the Secretary of the Treasury shall transmit to the Speaker of the House of Representatives estimates of the amounts of the receipts to, and expenditures which the Secretary of the Interior recommends to be made for the benefit of the Indians from, all tribal funds of Indians for the ensuing fiscal year; and such statement shall show (first) the total amounts estimated to be received from any and all sources whatsoever, which will be placed to the credit of each tribe of Indians, in trust or otherwise, at the close of the ensuing fiscal year, (second) an analysis showing the amounts which the Federal Government is directed and required by treaty stipulations and agreements to expend from each of said funds or from the Federal Treasury, giving references to the existing treaty or agreement or statute, (third) the amounts which the Secretary of the Interior recommends to be spent from each of the tribal funds held in trust or otherwise, and the purpose for which said amounts are to be expended, and said statement shall show the amounts which he recommends to be disbursed (a) for per capita payments in money to the Indians, (b) for salaries or compensation of officers and employees, (c) for compensation of counsel and attorney fees, and (d) for support and civilization: *Provided*, That thereafter no money shall be expended from Indian tribal funds without specific appropriation by Congress except as follows: Equalization of allotments, education of Indian children in accordance with existing law, per capita and other payments, all of which are hereby continued in full force and effect: *Provided further*, That this shall not change existing law with reference to the Five Civilized Tribes.

SEC. 28. On or before the thirty-first day of December, nineteen hundred and sixteen, the Bureau of Efficiency shall prepare and

submit to the Secretary of the Interior a system of bookkeeping and accounting for the Bureau of Indian Affairs that will enable the said Secretary, on or before July first, nineteen hundred and seventeen, to meet the requirements of section twenty-six of the Indian Appropriation Act approved June thirtieth, nineteen hundred and thirteen (Thirty-eighth Statutes at Large, page one hundred and three).

Approved, May 18, 1916.

RD 147.

11 May '35

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